Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Telecommunications Carriers Eligible to Receive Universal Service Support	)	WC Docket No. 09-197
	)	
Federal-State Joint Board on Universal Service	)	WC Docket No. 11-42
	)	
Cintex Wireless, LLC Compliance Plan	)	

CINTEX WIRELESS, LLC'S
REVISED COMPLIANCE PLAN

Cintex Wireless, LLC ("Cintex") hereby files its Compliance Plan providing specific information regarding Cintex's service offerings and outlining the measures it will take to implement the obligations contained in the *Lifeline Modernization Order*.[1] Pursuant to the *Lifeline Modernization Order*, the Commission decided to forbear from applying the facilities requirement of section 214(e)(1)(A) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), to telecommunications carriers seeking limited designation as a Lifeline-only eligible telecommunications carrier ("ETC"), subject to the

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[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*, Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 11-42; WC Docket No. 03-109; CC Docket No. 96-45; WC Docket No. 12-23 (rel. February 6, 2012) ("*Lifeline Modernization Order*").

following conditions: (1) the carrier must comply with certain 911 requirements; and (2) the Commission must approve the telecommunication carrier's compliance plan.[2]

Further the Commission explained that neither state commissions nor the Commission may grant additional Lifeline-only ETC applications after December 29, 2011, until the Bureau approves the telecommunications carrier's compliance plan.[3] ETCs, however, may continue to receive reimbursement for Lifeline service "pending approval of their compliance plans in the states in which they currently serve Lifeline subscribers."[4] The instant Compliance Plan is intended to satisfy the Commission's requirement that Cintex file, and the Commission approve a compliance plan in order for the Commission to forbear from applying the facilities requirement of section 214(e)(1) of the Act with respect to Cintex. This Compliance plan includes all of the elements required by the Commission's Public Notice, dated February 29, 2012.

I. BACKGROUND

Cintex was formed on June 29, 2007. One hundred percent of the company is owned by one individual, Paul Greene. The company began offering non-Lifeline wireless service in January 2008 under the "Liberty" brand. Currently, Cintex continues to provide service to more than one thousand non-Lifeline customers. Cintex also provides prepaid wireless service to more than 150,000 Lifeline customers in the states of Maryland, Arkansas, Maine, Rhode Island, West Virginia and Missouri.

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2 *See id.* at ¶ 368.
3 *See id.* at ¶ 380.
4 *See id.*

A Cintex affiliate, Cintex Group, LLC, provides wholesale service to other wireless resellers. Cintex Group is wholly owned by Paul Greene, as well. There is holding company or other affiliates.

Cintex is both financially and technically capable of providing Lifeline service. Approximately forty percent of the revenue generated by the two operating companies (i.e., Cintex and Cintex Group) is generated from sources other than Lifeline customers. Moreover, the business expects non-Lifeline revenue to further increase as a percentage of overall revenue, as it actively develops new opportunities. Cintex's financial and technical capability is demonstrated by the fact that it has had wireless operations since January 2008, well before it was designated an eligible telecommunications carrier in mid 2011. Cintex executives have many years of experience in the telecommunications industry, and Cintex has good relationships with the state commissions in the states in which it operates.

II. CERTIFICATION OF LIFELINE APPLICANTS' ELIGIBILITY

A. Policy

Cintex will seek reimbursement for Lifeline service only for those consumers who qualify for Lifeline service pursuant to Commission rule 54.409, or who qualify under additional program or income criteria adopted by the states. In addition, Cintex will comply with the Commission's requirements for initial eligibility certification and annual eligibility re-certification.

B. Initial Eligibility Certification Procedures

Cintex is committed to the integrity of the Lifeline program and will implement certification procedures consistent with Commission rule 54.410 to ensure that its subscribers qualify for Lifeline.

Eligibility criteria. Cintex will comply with the uniform eligibility criteria in new section 54.409 of the Commission's rules (when it becomes effective on June 1, 2012), as well as any additional certification and verification requirements for Lifeline eligibility in states where Cintex is designated as an ETC.

Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new Commission rule 54.409(a)(2) or 54.409(a)(3). In addition, through the certification requirements and other policies described below, Cintex will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

Marketing material. Cintex marketing material, including its website, will include detailed information regarding its Lifeline plans and eligibility criteria. Eligibility criteria will reflect those set forth in the *Lifeline Modernization Order*, and may also include eligibility criteria established by the states, if applicable. All Cintex employees who are involved in marketing and enrolling Lifeline subscribers in the Cintex Lifeline program, will undergo training regarding the eligibility criteria. In addition, all documentation, including marketing material, sales scripts, websites and applications, will reflect the eligibility criteria.

All Cintex marketing material will also explain in easily understood language that the offering is a Lifeline supported service; that only eligible consumers may enroll in the program; what documentation is necessary for enrollment; and that the program is limited to one benefit per household, consisting of either wireline or wireless service. The marketing material will also

explain that Lifeline is a government benefit program and 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. Additionally, Cintex marketing material will disclose the details of its Lifeline offering, as well as always make it clear that Cintex is the carrier that will provide the Lifeline service. Cintex's marketing group will be trained regarding these marketing disclosure requirements.

Cintex marketing material, as well as its communications with its customers generally, will comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service.

Certification form and supporting documentation. Attached as Exhibit 1 is a copy of the Cintex certification form. Every applicant will be required to complete a certification form. Applicants that do not complete the form in person will be required to submit a completed and signed certification form to Cintex by mail, facsimile, electronic mail or other electronic transmission, inclusive of the documentation. Cintex will use the documentation to verify a consumer's eligibility to receive Cintex's lifeline service.

Cintex's certification form provides information, requests information and requires that each applicant make certain certifications, consistent with Commission rule 54.410(d). The certifications will be explained to consumers when they enroll in person or over the phone.

All certification forms will be reviewed by Cintex employees, who will also be trained to review and determine whether the supporting documentation is sufficient to establish income-based qualification or program-based qualification. The supporting documentation must be of a type identified in Commission rule 54.410(c)(1)(i)(B) or 54.410(c)(1)(iii). Cintex will not provide Lifeline service to consumers who have not provided such documentation, unless their

eligibility has been confirmed by a federal or state database. Cintex will not retain the documentation.

Face-to-face sales and inquiries to Cintex customer care. In the case of face-to-face sales and inquiries to Cintex customer care regarding the Cintex Lifeline service and applicable eligibility criteria, all Cintex representatives will be trained to assist Lifeline applicants determine whether they are eligible to participate in Lifeline. These persons will be trained to answer questions regarding eligibility criteria, the definition of a "household" (e.g., what constitutes a "household"). All documentation collected by Cintex representatives engaged in face-to-face sales will be reviewed at Cintex headquarters to double check its validity.

In addition, Cintex representatives will verbally ask each applicant whether they or anyone else in their household currently receive Lifeline support from any other telephone provider. If the applicant answers in the affirmative, the applicant will be informed that they are not eligible for the Cintex Lifeline offering. Cintex representatives will also explain to applicants that if they do not use their Lifeline service for 60 consecutive days, their service may be deactivated.

Eligibility database. Where available, Cintex will verify a subscriber's eligibility by accessing a federal or state database. If a database is not available, Cintex will require the consumer to provide documentation proving eligibility. Cintex will not provide Lifeline service or seek reimbursement from the Universal Service Administrative Company ("USAC") for ineligible applicants.

De-enrollment for ineligibility. If Cintex has a reasonable basis to believe that one of its Lifeline customers no longer meets the eligibility criteria, Cintex will notify the customer of impending termination in writing and in compliance with any state dispute resolution procedures

applicable to lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility. A demonstration of eligibility must comply with the annual verification procedures found in new rule 54.410(f), including the submission of a completed and signed certification form.

C. Annual Eligibility Re-Certification

Cintex will attempt to re-certify all subscribers enrolled in its Lifeline program on an annual basis. For 2012, Cintex will re-certify a subscriber's eligibility by accessing a federal or state database, if available. If a database is not available, Cintex will obtain from the consumer a signed certification, consistent with Commission rule 54.410(d). The certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is receiving no more than one Lifeline service. The verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline service and that if the customer fails to respond, he or she will be de-enrolled from the program. Cintex will contact its customers for the purpose of the re-certification by text message to their Cintex provided Lifeline phone, or by mail, phone, email or other Internet communication.

For 2013, Cintex is likely to elect to have USAC administer the self-certification process on its behalf.

Cintex will make applicants aware of the re-certification requirement (i) at the point of sale, (ii) on the certification, and (iii) on its website. With respect to the point of sale, Cintex will train its representatives who perform face-to-face sales to make applicants aware of the re-certification requirement. Cintex will also train its customer service representatives to inform persons of the re-certification requirement.

Cintex will initiate a de-enrollment process for those subscribers that it or USAC is unable to re-certify. Pursuant to this process, Cintex will send subscribers a written notification of impending termination. Cintex will provide subscribers 30 days following the date of the written notification in which to demonstrate ongoing eligibility for Lifeline. If the customer fails to demonstrate eligibility within this time frame, Cintex will de-enroll the customer within five business days.

If Cintex cannot verify addresses via a state or federal database, Cintex will contact each subscriber to obtain a valid address; Cintex will do so during the annual certification process. In the case of subscribers who have a temporary address, however, Cintex will verify such subscribers' residential address every 90 days, by primarily using text messages. Subscribers who fail to respond to such text messages within 30 days will be de-enrolled from Lifeline.

III. MEASURES TO PREVENT DUPLICATE LIFELINE BENEFITS

Cintex is committed to minimizing waste fraud and abuse in the Lifeline program. Accordingly, in order to prevent duplicate Lifeline benefits, Cintex will, consistent with Commission rule 54.404, query either the National Lifeline Accountability Database or a state database that has been approved by the Commission. Such queries will determine whether a subscriber, or someone else at his or her residential address, is currently receiving a Lifeline benefit. If the applicant is already receiving a Lifeline benefit at that address, Cintex will not seek Lifeline benefits for that applicant unless and until the consumer de-enrolls from the ETC from whom they are receiving service. If another person at the applicant's residential address is currently receiving Lifeline supported service, Cintex will require the applicant to complete a USAC-provided document in order to demonstrate that the applicant and the current subscriber are part of separate households.

Significantly, even after the National Lifeline Accountability Database is operational, Cintex will continue to implement a multi-faceted approach to minimizing duplicate Lifeline service. Cintex's certification form, marketing material and in-person contacts will all emphasize the one per-household requirement. In addition, Cintex will continue its internal database checks, even as it uses the National Lifeline Accountability Database.

In order to minimize duplicate Lifeline benefits prior to when the federal or state databases become available, Cintex will implement **Three** measures.

First, each applicant will be required to certify under penalty of perjury that the subscriber's household will receive only one Lifeline benefit and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline benefit.

Second, in face-to-face sales, as well as during calls to Cintex customer service, Cintex representatives will ask the applicant the following: "Do you or anyone else in your household currently receive Lifeline support from any other telephone provider?" If the applicant answers "yes," he or she will not receive Lifeline service from Cintex.

Third, all certification forms received by Cintex will be reviewed to verify whether the applicant, or whether anyone at the applicant's address, is currently receiving Lifeline benefits from Cintex. In addition to checking our own database for internal duplicates, Cintex uses an outside vendor, CGM, LLC, to check for such duplicates prior to filing its FCC Form 497.

All Cintex representatives who perform face-to-face sales will have computers on site and will check Cintex's internal database to verify whether the applicant, or anyone in the applicant's household, is currently receiving Lifeline benefits from Cintex. If the applicant is already receiving a Lifeline benefit at that address, Cintex will not seek an additional Lifeline

benefit for that applicant. If another person at the applicant's residential address is currently receiving Lifeline supported service, Cintex will require the applicant to complete a USAC-provided document in order to demonstrate that the applicant and the current subscriber are part of separate households.

Fourth, as explained above, Cintex's marketing material will reinforce the limitation of one Lifeline phone per household. The following language will appear on the Cintex website and in marketing materials in bold and in an offsetting color to ensure that it is not overlooked: **Note: By law, the Lifeline program is only available for one phone per household.**

In the event that Cintex learns from the National Lifeline Accountability Database, USAC, the Commission, a state commission, the customer, or through its own database, that a household is receiving more than one Lifeline benefit, the affected customer will be de-enrolled within five business days and Cintex will not seek Lifeline reimbursement following the date of that customer's de-enrollment.

IV. COOPERATION WITH STATE AND FEDERAL REGULATORS

Cintex will cooperate with federal and state regulators to prevent waste fraud and abuse. More specifically, Cintex will:

- Make available subscriber data to USAC in order to help it create and maintain the National Lifeline Accountability Database;
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing USAC and/or any state commission, upon request the necessary information to detect and resolve duplicative Lifeline claims;

- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its subscribers already receives Lifeline service from another carrier; and
- Promptly de-enroll any subscriber whom Cintex has a reasonable basis to believe is receiving Lifeline-supported service from another ETC or knows is no longer eligible – whether or not such information is provided by the Commission, USAC, or a state commission.

V. NON-USAGE REQUIREMENTS

If a subscriber fails to "use" a Cintex Lifeline plan for 60 consecutive days, Cintex will provide the subscriber 30 days' written notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within a 30-day notice period will result in service termination for non-usage. A subscriber will be considered to have used the Lifeline service if he or she (i) completed an outbound call, (ii) purchased minutes from Cintex to add to the subscriber's service plan, (iii) answered an incoming call from a party other than Cintex or Cintex's agent or representative; or (iv) responded to direct contact from Cintex and confirms that he or she wants to continue receiving Lifeline service. If the subscriber uses the Lifeline service within 30 days of the Cintex notice, Cintex will not terminate the subscriber's Lifeline service. To avoid waste, Cintex will not seek Lifeline support for subscribers who have not used the service for a consecutive 60-day period, unless the subscriber uses the service within 30 days of the carrier providing notice of de-enrollment.

Cintex will make subscribers aware of this usage requirement, and its impact on their Lifeline service, in marketing material, its website, its certification, when subscribers call customer service for information on the Cintex Lifeline program and in face-to-face sales.

In addition, Cintex will not seek Lifeline support for a customer unless and until the subscriber activates the service and/or completes an outgoing call.

VI. ACCESS TO 911 AND E911 SERVICES

Cintex will provide its Lifeline subscribers with access to 911 and E911 services inasmuch as these services have been deployed by its underlying carriers. Further, Cintex will transmit a Lifeline subscriber's wireless 911 call, regardless of whether the subscriber has failed to satisfy the usage requirements and regardless of whether the account associated with the handset has been terminated. Cintex will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service.

Cintex will provide its Lifeline subscribers with E911-compliant handsets and replace, at no additional charge to its subscribers, noncompliant handsets of Lifeline-eligible customers.

Cintex has the same ability to remain functional in emergency situations as its underlying carriers.

VII. CINTEX SERVICE OFFERINGS

Cintex has been designated an eligible telecommunications carrier by the state commissions of Maryland, West Virginia, Arkansas, Maine, Missouri and Rhode Island. Currently, Cintex offers each eligible applicant 90 free anytime local and long distance minutes per month. Text messaging is available at a rate of one text per voice minute (i.e., a text message consumes one minute). Any unused minutes roll over from month-to-month. Cintex does not charge a monthly recurring fee; the service is a strictly a pay-as-you-go service.

In the event that a subscriber uses all of his or her minutes, the subscriber may purchase additional airtime minutes as follows:

Airtime Card Face Value	Total Minutes	Actual Cost Per Minute
$3.00	20	$0.15
$5.00	33	$0.15
$10.00	200	$0.05
$20.00	500	$0.04

As was the case with the 90 free voice minutes, text messaging is available at the rate of one text per voice minute. These "top-up" minutes can be purchased at retail stores, its website and by calling Cintex customer service.

Wireless handsets are provided to qualifying Lifeline customers free of charge. The service will include caller ID, call waiting, call forwarding, 3-way calling and voicemail. All plans include domestic long-distance at no extra cost per minute. Calls to 911 emergency services are free, regardless of service activation or availability of minutes.

Cintex certifies that its voice telephony services comply with the requirements of Commission rule 54.101. In particular, Cintex provides voice grade access to the public switched network; minutes of use for local service at no additional charge; and access to emergency services provided by local government or other public organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems.

Cintex does not offer toll limitation service since Cintex service is offered on a pre-paid basis only. Because the service is prepaid, no customers will be disconnected for failure to pay toll charges or, for that matter, any other charges. Inasmuch as all Cintex services are prepaid, there is no danger that low income customers will incur large charges for heavy toll (or other) calling and no risk that they will be disconnected for non-payment. Since customers pay for the service in advance, they can use only what they have already paid for or what service quantities have been provided to them under the Lifeline program. Accordingly, Cintex need not provide traditional toll limitation services.

The terms and conditions of the Cintex Lifeline service are attached hereto as Exhibit 2. They are posted on the Cintex website at www.cintexwireless.com.

VIII. REIMBURSEMENT FROM THE FUND

To ensure that Cintex does not seek reimbursement from the Universal Service Fund without a customer's consent, Cintex will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the customers for whom it is seeking reimbursement. Further, Cintex will transition submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month. In addition, Cintex will keep accurate records as directed by USAC and as required by Commission rule 54.417.

IX. ANNUAL COMPANY CERTIFICATIONS

Cintex will submit an annual certification to USAC, signed by a company officer under penalty of perjury, that Cintex: (1) has policies and procedures in place to review consumers'

proof of eligibility documentation and ensure that its Lifeline subscribers are eligible to receive Lifeline services; (2) is in compliance with all federal lifeline certification procedures; and (3) has obtained a valid certification form for each subscriber for whom Cintex seeks Lifeline reimbursement.

In addition, Cintex will provide the results of its annual recertification/verifications to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands) on an annual basis. Further, as discussed above, Cintex will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.

Cintex will also annually report to the Commission, USAC, and the relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate, the company name, holding company, operating companies and affiliates, and any branding (such as a "dba") as well as relevant universal service identifiers for each entity in the Study Area Code. Cintex will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use/or toll calls. Finally, Cintex will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certifications of compliance with applicable service quality standards and consumer protection rules, as well as a certification that Cintex is able to function in emergency situations.

Cintex submits that its Compliance Plan fully satisfies the requirements set forth in the *Lifeline Modernization Order*. Accordingly, Cintex respectfully requests that the Commission expeditiously approve its Compliance Plan.

Respectfully submitted,

CINTEX WIRELESS, LLC

By: Paul Greene

Paul Greene
CEO
1800 I Rockville Pike
Rockville, Maryland 20852

March 14, 2012

EXHIBIT 1

cintex wireless

This signed authorization is required in order to enroll you in the Lifeline Program in your state. The information contained in this application may be provided to a governmental agency or another telephone company to confirm your right to participate in the Lifeline Program

Things to know about the Lifeline Program:
(1) Lifeline is a federal benefit.
(2) Willfully making false statements to obtain Lifeline benefits can result in fines, imprisonment, de-enrollment or being barred from the program.
(3) **Lifeline Service is available for only one line per household.**
(4) 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; and
(5) Households are not permitted to receive benefits from multiple providers.
(6) Violation of the one-per-household violates the law and will result in your de-enrollment from the program
(7) I understand Lifeline service is a non-transferable service, and that I may not transfer my service to any other individual, including another eligible low-income consumer

Applicant Information:

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

Social Security Number (last 4 digits): _____ Contact Telephone Number: _____ Email Address: _____

Physical Address (*No P.O. Boxes, Must be your principal address*): Is this a temporary address? Yes ____ No____

Street Address _____ APT/ Floor _____ City: _____

State: _____ ZIP Code: _____

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

_____ 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

OR

_____ 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

You must provide documented proof of your participation in the above programs or income.

I certify, under penalty of perjury: *(Initial by 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) That I am a current recipient of the above program, or have an annual household income at or below 135 percent of the FPG
_____ (3) I have provided documentation demonstrating eligibility.
_____ (4) I am the head of household, and I attest to the best of my knowledge, **that no one in my household is receiving a Lifeline supported service, and I understand that I can only receive one Lifeline subsidy.**
_____ (5) I understand that if I do not use my phone in a sixty (60) day period, I may be de-enrolled from the lifeline program.
_____ (6) I will notify my telephone company 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:
  (1) I cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
  (2) I am receiving more than one Lifeline supported service.
  (3) Another member of my household is receiving a lifeline benefit.
_____ (7) I will notify my phone company within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must re-verify my address with my telephone company every ninety (90) days and that if I fail to respond to my telephone companies' address verification attempts within thirty (30) days, I may be de-enrolled from my Lifeline service.
_____ (8) I authorize Cintex to release any records required for the administration of the Cintex lifetime program (including my name, telephone and address), including to the universal service Administrative Company, to be used in a lifetime database and to ensure the proper administration, of the lifetime program. Failure to consent will result in denial of service.
_____ (9) I understand that I may be required to re-certify my continued eligibility for lifeline at any time, and that my failure to re-certify will result in de-enrollment for Cintex's Lifetime service.

_____ APPLICANT'S SIGNATURE

_____ DATE

EXHIBIT 2

Home
About Us
Add Minutes
Contact Us

Terms and Conditions

General. Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Cintex Wireless. By purchasing, activating or using our products or services, you agree to these terms and conditions. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Cintex Wireless reserves the right to change or modify any of these Terms and Conditions of Service. If the change materially disadvantages you, Cintex Wireless will provide you with 15 days advanced notice by postcard, telephone or text message. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Cintex Wireless website found at www.cintexwireless.com.

1. Use of Cintex Wireless Service

The Cintex Wireless service is for personal use only. You may not use our service in a manner that interferes with another Cintex Wireless customer's use of our service. We have determined that our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Cintex Wireless customers on similar service plans. Such atypical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. Unlimited voice services are provided solely for live dialogue between two individuals. Cintex Wireless phones and mobile phone numbers may not be used for pager or voicemail-only service, and Cintex Wireless may terminate any account if usage is limited to pager service or voicemail retrieval service.

2. Use of Cintex Wireless Phones

The software and Data Content on the Cintex Wireless phones, including the operating system, applications, data, information, music, games, images, text and other material, are owned by Cintex Wireless or its business partners. You are permitted to use this software and Data Content solely in connection with your use of the Cintex Wireless phone with our service as expressly authorized under these Terms of Service. You may not distribute or upload any pre-loaded software or content to another device or transmit or broadcast the software or content, or otherwise copy or use the software or content in any manner not expressly authorized under these Terms of Service or any other governing terms of use relating to any downloaded content or applications. If you violate these Terms of Service, including without limitation by using a Cintex Wireless phone or device on another network without our prior written consent by modifying any hardware or software on an Cintex Wireless phone or device, or by distributing, copying or otherwise using any of the software or content on an Cintex Wireless phone in a manner that is not authorized by these Terms of Service or any other governing terms of use relating to any downloaded content or applications, your license to the software and content shall terminate immediately and your continued use will constitute copyright infringement. Cintex Wireless phones may not be purchased in bulk or sold to third parties.

3. Coverage

Cintex Wireless' Lifeline service is only available in geographic areas covered by the digital service network footprint of the Nationwide Sprint Network. Please see geographic coverage maps for details. Actual coverage and quality of service may vary from the maps due to circumstances beyond our control, including network limitations, signal strength, interference from buildings and other structures and atmospheric conditions. Further, actual coverage may change without notice. Local phone numbers may not be available in certain markets.

Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by your damaging your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength 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, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

4. Availability

Cintex Wireless is only available for activation by customers who reside in the areas in which Cintex Wireless has been designated as an Eligible Telecommunications Carrier ("ETC"). Your principal residence address must be within a Cintex Wireless ETC service area. Visit www.Cintexwireless.com to check whether you reside in a Cintex Wireless ETC service area. To be eligible for Cintex Wireless service, you must meet the applicable eligibility standards described below, which may be amended from time to time. Cintex Wireless' non-Lifeline plan is available in the majority of states. As in the case of Cintex Wireless' Lifeline service, your principle residence address must be within a Cintex Wireless service area in order to receive service.

5. Eligibility

Eligibility for Cintex Wireless Lifeline service varies by state. You may qualify for Cintex Wireless service if you participate in any of the government programs listed on your Cintex Wireless application or based on household income eligibility standards. If you seek to qualify for Cintex Wireless service based upon participation in a qualifying federal or state program, you may be required to provide proof of program participation such as program identification card or other social service agency document that shows you currently participate in one of the programs enumerated above. If you seek to qualify for Cintex Wireless under the household income eligibility standards, you are required to provide written documentation of your household income. Cintex Wireless may retain all such certifications and documentation to furnish proof of your eligibility as may be required by applicable law. This consent survives the termination of this Agreement. Cintex Wireless reserves the right to review your eligibility status at any time and require you to provide Cintex Wireless with written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone account at your principal residence. If you or any member of your family unit receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Cintex Wireless.

6. Non-Transferable and Non-Assignable

Eligibility for Cintex Wireless Lifeline service is personal to you. You may not transfer to any third party any of your rights or benefits received under the Cintex Wireless Lifeline service, including, but not limited to, any voice minutes received under the Cintex Wireless Lifeline service. Similarly, you may not assign your rights or delegate any of your duties under these terms without the prior written

consent of Cintex Wireless, and any attempted assignment or delegation without such consent shall be void. Cintex Wireless may assign all or part of these terms or your debts under these terms without notice.

7. Free Minutes and Cintex Rates for Lifeline Service

Pursuant to the Cintex Wireless Lifeline service, each month you will receive 90 free minutes on the first day of the month. Unused minutes may be used in subsequent months. For example, if you use 50 minutes in January and you therefore have 40 minutes left over, you will have a total of 130 minutes that you can use in February (40 minutes plus 90 minutes). Unused minutes will rollover for a period of 12 months, starting on the date that your service was activated. Thus, if your service was activated on February 1, 2011, your unused minutes will rollover through January 30, 2012. On February 1, 2012, your phone will be loaded with 90 minutes only. There is no additional charge for long distance calls placed within the United States. Thus, the 90 free minutes can be used to place local or long distance calls. You cannot make international calls with your Cintex phone.

You can use your free minutes to send or receive text message. Sending or receiving a text message will consume one free minute.

8. Top Up for Lifeline Service

If you use all of your free monthly voice minutes before a new month starts, you will no longer be able to use your mobile phone free of charge to make or receive voice calls (other than 911 emergency calls) or send or receive text messages. To use your Cintex phone after you have used all of your free minutes you must either wait until the first day of the next month or purchase additional minutes. Purchasing additional minutes is called "Topping Up". You can Top Up by paying in denominations of $3.00, $5.00, $10.00, $20.00, $35.00 or $50. The Top-Up plans are as follows:

Top-Up Cost	Minutes	Usage Period
$3.00	20	30
$5.00	33	30
$10.00	200	30
$20.00	500*	30
$35.00	Unlimited Voice, and Text	14
$50.00	Unlimited Voice, and Text	28

You can Top-Up your account by (1) calling customer service at 877-304-9183 and paying by credit/debit card, (2) purchasing additional time on the Cintex website at www.cintexwireless.com and paying by credit/debit card or PayPal account, or (3) purchasing a Movida Wireless airtime card at a retail store. Sales taxes and surcharges may apply to the purchases. Taxes and surcharges may include sales, gross receipts, use and excise taxes, other taxes, E-911 and 911 charges and federal and state universal service fees. The amount of the taxes and fees will vary by state and may change without notice.

You can register to automatically Top-Up your account. By registering for Auto Top-Up, you agree to have the Auto Top-Up amount you have selected deducted from your credit card, debit card or PayPal account and added to your Cintex Wireless account according to one of the following options: (1) once every month on the date you specify; or (2) when your balance falls below $5. You can Top Up automatically in amounts of $10.00 or $20.00.

You can set up, modify, or cancel your Auto Top-Up preferences at www.cintexwireless.com or by calling Cintex Wireless at 1-877-304-9183.

9. Non-Lifeline Plan

Subscribers to this plan will receive a free smart phone and be required to pay a one time activation fee of $60.00. Customers may purchase minutes as follows:

Cost	Minutes	Usage Period
$15.00	100	30
$30.00	200	30

Cost	Minutes	Usage Period
$45.00	300	30
$60.00	400	30

Data costs $0.04 per megabyte. The cost will be deducted from your prepayment amount. Further, one text will consume one minute. Accordingly, using data or text messaging will reduce the amount of minutes available for voice calls.

Subscribers can top-up in the non-Lifeline plan using the same methodology as in the Cintex Wireless Lifeline plan. Sales taxes and surcharges may apply to the purchases. Taxes and surcharges may include sales, gross receipts, use and excise taxes, other taxes, E-911 and 911 charges and federal and state universal service fees. The amount of the taxes and fees will vary by state and may change without notice.

You can register to automatically Top-Up your account. By registering for Auto Top-Up, you agree to have the Auto Top-Up amount you have selected deducted from your credit card, debit card or PayPal account and added to your Cintex Wireless account according to one of the following options: (1) once every month on the date you specify; or (2) when your balance falls below $5. You can Top Up automatically in amounts of $15.00 or $30.00.

You can set up, modify, or cancel your Auto Top-Up preferences at www.cintexwireless.com or by calling Cintex Wireless at 1-877-304-9183.

10. Additional Charges

Calls to directory assistance are free.

If your account is deactivated for any reason, Cintex Wireless will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account.

11. Billing

Calls are billed in one-minute increments with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through the network's termination of the call (after you hang up). Therefore, call time data displayed on your mobile phone may be inaccurate and may not be relied upon for billing purposes.

12. Caps

Calls are limited to two hours: if you are on a call for longer than two hours, the call will automatically terminate.

13. Disputed Charges

If you believe your account has been improperly debited, you must contact us within 60 days after the charge appears on your account. If you do not notify us within this 60-day period, you waive any right to dispute the charge, including in arbitration or a court proceeding. We will review your claim to determine if any error has been made, and credit your account accordingly.

14. Messaging

You can send and receive text messages of up to 162 characters, including the address.

15. Unsolicited Messages

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

16. Account History

Your account history for at least the previous 60 days will be available online at www.cintexwireless.com unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch.

17. Illegal Use of Service

You agree not to use Cintex Wireless products and services in any illegal, fraudulent or abusive manner as determined by Cintex Wireless in its sole discretion. Services are provided at our discretion and we

may change or cancel services at any time for any reason, including for illegal use of our products or services or for any violation of this Agreement. Cintex Wireless phones may not be purchased in bulk or sold to third parties.

18. Emergency Calls

If you are in an area where your Cintex Wireless phone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Cintex Wireless phone in an emergency situation.

19. Refunds and Returns

All sales of Top-Up cards purchased directly from Cintex are final and non-refundable. Cintex Wireless is not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. Cards purchased from retail locations are subject to the return policies of the applicable retail location.

20. Lost or Stolen Equipment

If your mobile phone is lost or stolen, you are responsible for charges incurred until you notify us of the loss of your mobile phone by visiting our website www.cintexwireless.com or by calling Cintex Wireless at 1-877-304-9183. Upon receiving notice that your mobile phone is lost or stolen, Cintex Wireless will give you the opportunity to purchase a new phone and your number and minutes will be transferred to the new phone. Cintex will not provide you with a refund for the stolen minutes.

21. Mobile Phone Number

The mobile phone number we provide for your use is and will remain the property of Cintex Wireless. We may give the mobile phone number to another customer without telling you if you cancel your service with Cintex Wireless in order to use another mobile service (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), or if your account expires and is deactivated. We may also change your mobile phone number at any time, although we will notify you prior to any change. You can request to change your mobile phone number up to three times each year.

22. Keeping Your Old Mobile Phone Number

Depending on where you live, you may transfer an existing wireless or wireline carrier telephone number to your Cintex Wireless service for use as your mobile phone number. To switch an existing phone number to Cintex Wireless, contact Cintex Wireless at 1-877-304-9183. Before you call, please have a bill from your existing wireless or wireline carrier available. When you switch from another wireless carrier to Cintex Wireless, you may have to pay a termination penalty to your former carrier if you terminate your contract early. Cintex Wireless will not reimburse you for any termination fees imposed by other carriers.

You will not be able to switch your area code without receiving a new local number from Cintex Wireless as well. For example, if you move from San Francisco to New York City, and your San Francisco number was 415-123-4567, you may keep 415-123-4567 as your number, but you may not switch your number to 212-123-4567. Although you may keep your old number and old area code, you should be aware that your New York friends may pay long distance charges when they call your San Francisco number from the New York area.

23. Limited Warranty

A new Cintex Wireless handset is covered by the handset manufacturer's warranty. Reconditioned Cintex Wireless handsets and accompanying accessories have a 30-day warranty provide by Cintex Wireless against defects in materials and workmanship under normal use by the purchaser.

To obtain warranty service from Cintex Wireless, please contact customer service at 1-877-304-9183. If your problem cannot be resolved over the phone, customer service will tell you how to return your phone and accessories.

This limited warranty does not cover damage or failure caused by abuse or misuse, including but not limited to damage caused by liquids and physical abuse, of the phone or Cintex Wireless accessories. Cintex Wireless does not provide refunds. All applicable implied warranties, including the implied

warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

24. Disclaimer of Warranties

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

25. Indemnification

YOU AGREE THAT CINTEX WIRELESS SHOULD NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS BROUGHT AGAINST CINTEX WIRELESS, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE CINTEX WIRELESS FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON CINTEX WIRELESS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

26. Limitation of Liability

NOTHING IN THIS AGREEMENT LIMITS CINTEX WIRELESS'S LIABILITY, IF ANY, FOR CINTEX WIRELESS'S WILLFUL OR INTENTIONAL MISCONDUCT. IF CINTEX WIRELESS'S NEGLIGENCE CAUSES DAMAGE TO PERSON OR PROPERTY, CINTEX WIRELESS WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF CINTEX WIRELESS'S NEGLIGENCE CAUSES DAMAGE OF ANY OTHER SORT, CINTEX WIRELESS WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF CINTEX WIRELESS'S CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF CINTEX WIRELESS'S WILLFUL OR INTENTIONAL MISCONDUCT, CINTEX WIRELESS WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES (UNLESS AN APPLICABLE STATUTE EXPRESSLY AUTHORIZES SUCH DAMAGES), AND CINTEX WIRELESS WILL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR CINTEX WIRELESS WAS TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL MISCONDUCT OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, MISREPRESENTATION) IT IS BASED.

CINTEX WIRELESS WILL NOT BE LIABLE FOR ANY DAMAGES IF SERVICES ARE INTERRUPTED, OR FOR ANY ACT OR OMISSION OF ANY OTHER COMPANY FURNISHING A PART OF THE SERVICES OR ANY EQUIPMENT OR FOR ANY DAMAGES THAT RESULT FROM ANY SERVICE OR EQUIPMENT PROVIDED BY OR MANUFACTURED BY THIRD PARTIES. THIS SECTION 23 CONTINUES TO APPLY AFTER THE AGREEMENT ENDS.

27. Dispute Resolution

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

A) Arbitration, Generally

The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, except to the extent that the terms of this Agreement differ from the FAA, the terms of this Agreement control. Both you and Cintex Wireless have the right to take any dispute that qualifies to small claims court rather than arbitration. All other claims, controversies, or disputes between the parties will be resolved by arbitration regardless of the date of accrual of such claim, controversy or dispute. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court.

B) Number of Arbitrators

The arbitration will be conducted by one arbitrator.

C) Arbitration Costs and Fees

The arbitrator shall award to the prevailing party, as determined by the arbitrator, all costs and fees. The term "costs and fees" as used herein shall mean all amounts payable by the prevailing party on account of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs (if they are incurred to enforce the arbitration provisions of this Agreement or any award thereunder), witness fees, and attorneys' fees.

D) Applicable Arbitration Rules

The arbitration of any dispute involving $10,000 or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. The AAA's Commercial Arbitration Rules and fee schedules will apply to any disputes in excess of $10,000.

E) Arbitrator is Bound by Agreement

In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

F) Joining of Disputes

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS.

G) Severability of Dispute Resolution

If any portion of this Dispute Resolution section is determined to be unenforceable, then the remainder shall be given full force and effect.

H) Contact Cintex Wireless

Before you take a dispute to arbitration or small claims court, you must first contact our Customer Care Department representative at the number 1-877-304-9183, or write to us at the following address and give us an opportunity to resolve the dispute:

PO Box 10707
Gaithersburg, MD 20898

Any written correspondence must describe your dispute and provide Cintex Wireless with any supporting documentation.

I) Contact AAA

If the dispute cannot be satisfactorily resolved within sixty days from the date you or Cintex Wireless is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas Texas 75240-6620 and request arbitration of the dispute. Information regarding how to initiate arbitration, about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org.

J) Written Submissions
The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using AAA's telephonic procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence.
K) Confidentiality
Any arbitration shall remain confidential. Neither you nor Cintex Wireless may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.
MISCELLANIOUS
A) Entire Agreement
This Agreement and the terms of any calling plan, promotion, and/or authorized written communications you have received constitute the entire Agreement between you and Cintex Wireless, and supersedes any and all prior agreements, oral or written, concerning the subject matter. If there is any inconsistency or conflict between the terms of any calling plan, promotion, and/or authorized written communications you have received and the provisions of this Agreement, the provisions of this Agreement will control.
B) Assignment
In its sole discretion, Cintex Wireless may assign this Agreement.
C) No Waiver of Rights
No failure to enforce any right or remedy under this Agreement shall be considered a waiver of any other condition or provision or the same condition or provision at another time.
D) Severability
If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.
E) Governing Law
This Agreement is governed by and construed by the Federal Communications Act to the full extent applicable, and otherwise by the laws of Maryland, without regard to its choice of law principles, except that the arbitration provisions in the Dispute Resolution section shall be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pays for the Services.
F) Survival
Any liability or obligation of a party to the other party under the Services section and the Payment Provisions section, will, in each case, survive cancellation or termination of this Agreement.
G) Headings of No Force or Effect
Headings in this Agreement are for reference only and have no effect on the meaning of any provision.

Who We Are

About Us
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Corporate Address
Cintex Wireless
PO Box 10707
Gaithersburg, MD 20898
1 (877) 304-9183

About Lifeline