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August 28, 2012

VIA ECFS

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

Re: Talk N Text Wireless, LLC d/b/a TNT Wireless
Revised 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 Talk N Text Wireless, LLC's ("TNT Wireless") Revised Compliance Plan. This Revised Compliance Plan replaces in its entirety TNT Wireless' original Compliance Plan filed June 26, 2012

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
Attorney for Talk N Text Wireless, LLC

Attachments
cc: Sarah White

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
	)	
	)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization	)	
	)	
Talk N Text Wireless, LLC d/b/a TNT Wireless Compliance Plan	)	

TALK N TEXT WIRELESS, LLC'S REVISED COMPLIANCE PLAN

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August 28, 2012

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	)	
Talk N Text Wireless, LLC d/b/a TNT Wireless Compliance Plan	)	

TALK N TEXT WIRELESS, LLC'S REVISED COMPLIANCE PLAN

I. INTRODUCTION

Talk N Text Wireless, LLC ("TNT Wireless" or the "Company") is a 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 forborne from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.[1] TNT Wireless will avail itself of the FCC's conditional grant of forbearance and, by its attorney, hereby files its Revised Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.[2] This Revised Compliance Plan replaces in its entirety the Company's

[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").*

[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.

original Compliance Plan filed June 26, 2012. Given the severe economic environment that is forcing many low-income customers to forego wireless service, TNT Wireless 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.

III. TNT WIRELESS WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

TNT Wireless 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 pre-paid wireless service to customers throughout the United States.[4]

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[3] *See Order* at ¶¶ 368, 373 and 379.

[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.

A. Access to 911 and E911 Services

In the *Order*, the Commission requires TNT Wireless 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 TNT Wireless 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 TNT Wireless 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 TNT Wireless providing only E911-compliant handsets to its Lifeline customers.[6] TNT Wireless will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing TNT Wireless 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.

C. Consumer Eligibility and Enrollment

TNT Wireless 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, TNT Wireless will rely on the state identification or database.[7] In instances where TNT Wireless is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

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[5] *See Order* at ¶ 373.
[6] *See id*.
[7] *See Order* at ¶ 98.

1. One-Per-Household

TNT Wireless 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, TNT Wireless will check the duplicates database, once in place, to determine whether an individual at the applicant's residential address is currently receiving Lifeline-supported service. TNT Wireless 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 TNT Wireless determines that an individual at the applicant's address is currently receiving Lifeline-supported service, TNT Wireless 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, TNT Wireless 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 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] TNT Wireless 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.

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[8] *See Order* at ¶ 74.
[9] *See Order* at ¶ 78.

On its certification forms, a draft sample of which is attached,[10] TNT Wireless 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] TNT Wireless 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, TNT Wireless 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 TNT Wireless's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.[13] Also on its certification forms, TNT Wireless will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.[14] If the subscriber has moved, TNT Wireless will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.[15]

As detailed below, TNT Wireless'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

[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.
[14] *See Order* at ¶ 85.
[15] *See id.*

information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. TNT Wireless's application form will identify that it is a "Lifeline" application. TNT Wireless 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.

TNT Wireless'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. TNT Wireless'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, 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.

TNT Wireless 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

[16] *See Order* at ¶ 168.

Company events. The Company estimates that 90% of Lifeline applicants will be enrolled via these Company events. These events will be staffed by Company employees. When a prospective customer applies at an event, Company employees, agents or representatives ("personnel") 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 CGM, LLC's aggregate duplicate database (see section III.D below) to confirm that the applicant is not already receiving a Lifeline subsidy from TNT Wireless or any other CGM client that has agreed to share their data. 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. TNT Wireless's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by 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, TNT Wireless 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. Once the Lifeline application is complete, it is scanned into the Company's database. Upon successful completion of the certification process, the customer is allowed to choose a service plan and receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, TNT Wireless 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.

TNT Wireless may also enroll customers at retail stores, in which case the protocol for signing up customers closely resembles the process at an event. Company employees, agents or representatives are able to access necessary databases (USPS/Melissa, duplicates database, eligibility databases) to verify eligibility, and, when required, can personally review eligibility based on proof of income or program participation. Company personnel are able to verbally review the required disclosures with applicants and obtain the completed application form in person. Phones are delivered upon successful completion of the certification process, as detailed above, and the customer's account is activated upon the customer's personal initiation or actual use of the phone.

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. 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. 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, duplicates database, 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). TNT Wireless 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.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. TNT Wireless 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 benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, 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

[17] *See Order* at ¶ 123.

documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). TNT Wireless 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.

TNT Wireless 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, TNT Wireless 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, TNT Wireless will not require documentation of the consumer's participation in a qualifying federal program; instead, TNT Wireless or its representative will note in its records a description of 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 eligibility determinations, and there is no automated means for TNT Wireless to check electronic databases for eligibility, TNT Wireless will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.[20] TNT Wireless 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] TNT Wireless understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in

[18] *See Order* at ¶ 97.
[19] *See Order* at ¶ 98.
[20] *See Order* at ¶ 99.
[21] *See Order* at ¶ 101.

such cases TNT Wireless remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.[22]

TNT Wireless provides employees, agents, and representatives with training 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 an employee's ability to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

TNT Wireless is not currently providing any Lifeline service; therefore, the Company does not have any current Lifeline customers. However, the Company understands that it must 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 on an annual basis, and will do so annually by the anniversary of their enrollment.[23] 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. TNT Wireless 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

[22] *See Order* at ¶ 110.
[23] *See id.*

Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. TNT Wireless 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.[24]

Alternatively, where a database containing consumer eligibility data is available, TNT Wireless (or state agency or third-party, where applicable) will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, TNT Wireless will contact the subscriber every year during the annual certification process to obtain a valid address.[25] After 2012, TNT Wireless will continue to annually certify the continued eligibility of its entire subscriber base, either by accessing a qualifying database, or by electing to have USAC administer the self-certification process on the Company's behalf.[26]

TNT Wireless 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 TNT Wireless'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

[24] *See Order* at ¶ 132.
[25] *See Order* at ¶ 131.
[26] *See Order* at ¶ 133.

procedures.[27]

D. Other Reforms to Eliminate Waste, Fraud and Abuse

TNT Wireless 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.

TNT Wireless has implemented enrollment procedures designed to prevent subsidies for 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, TNT Wireless ensures that it does not over-request from support funds.

As detailed in section III.C.2, TNT Wireless first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, TNT Wireless 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. Once the applicant's identity is confirmed, TNT Wireless verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, TNT Wireless checks any available eligibility database. If one is not available, the applicant

[27] *See Order* at ¶ 126-27.

is required to provide proof of eligibility. This prevents ineligible applicants from receiving the subsidy.

TNT Wireless verifies the address of the applicant first via the applicant's government issued ID, then validates the address via a USPS/Melissa Database to ensure the address is correct. Simultaneously, the name/address combination is dipped into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from TNT Wireless or any other CGM client that has agreed to share their data. This is done through an API connection between the Company's provisioning platform and CGM. This then prompts the representative to detail the one-per-household rule with the applicant.

1. National Lifeline Accountability Database

TNT Wireless will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, TNT Wireless will provide to the database 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.[28] TNT Wireless will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.[29]

Furthermore, on its certification form, TNT Wireless 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

[28] *See Order* at ¶ 189.
[29] *See Order* at ¶ 190.

than one Lifeline benefit.[30]

Within 30 days following Commission notice that the database is capable of accepting queries, TNT Wireless will query the database 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.[31]

2. Subscriber Usage

TNT Wireless 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, TNT Wireless will not seek reimbursement from the USF for inactive pre-paid subscribers who have not used the service for a consecutive 60-day period.[32] TNT Wireless 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; 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] TNT Wireless 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

[30] *See Order*, Appendix C.
[31] *See Order* at ¶ 203.
[32] *See Order* at ¶ 257.
[33] *See id.*
[34] *See Order* at ¶ 261.

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. TNT Wireless 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

TNT Wireless will employ several key unique strategies for marketing and distribution. The TNT Wireless marketing strategy is, at its core, to be where the customers live, work and play. Whereas other Lifeline service providers spend their time, money and efforts on mass-marketing, TNT Wireless distribution teams will embed themselves within the community fostering relationships with local community groups, government agencies and non-profit volunteer groups, e.g. the Rotary Club, Boys and Girls Clubs of America, The Impact Network, Goodwill, community homeless shelters, outreach programs, United Way, Volunteers of America, Salvation Army, and local churches.

TNT Wireless 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. TNT Wireless 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

[35] CGM, LLC is currently the Company's third party contractor.
[36] *See Order* at ¶ 262. 911 transmissions 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.

program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service; and (4) Lifeline is a government benefit program. TNT Wireless's website and printed collateral will explain the documentation necessary for enrollment, and the details of TNT Wireless'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, TNT Wireless will include the URL link for its website where disclosures will be listed. Additionally, TNT Wireless 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] TNT Wireless will comply with this requirement if and when it is approved, 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]

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[38] *See Order* at ¶ 275.
[39] *See id.*
[40] *See Order* at ¶ 291.
[41] *See Order* at ¶ 294. As of the date of filing of this Compliance Plan, the audit requirement has not been approved pursuant to the Paperwork Reduction Act.

E. De-Enrollment

If at any time a TNT Wireless Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. TNT Wireless Lifeline customers simply call the Company's toll-free customer service number and speak to a live operator to de-enroll from TNT Wireless' Lifeline program. Furthermore, TNT Wireless 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 TNT Wireless 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), TNT Wireless 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, TNT Wireless 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

[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.

Duplicate Scrubbing Process,[45] TNT Wireless 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.

Non-Usage. TNT Wireless will de-enroll any pre-paid subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. TNT Wireless 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. TNT Wireless will update the national database, once in place, 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]

Post-Paid. TNT Wireless' post-paid customers are required to pay in full by the due date. TNT Wireless has a 10-day grace period for post-paid customers. If TNT Wireless does not receive payment in full by the 11th day after the due date on the subscriber's bill, the subscriber may be charged a late fee of the greater of 1.5% per month (18% annually) or $5/month, subject to the maximum allowed by law. TNT Wireless may use a collection agency and the subscriber agrees to pay collection agency fees TNT Wireless incurs to collect payment. If TNT Wireless accepts late or partial payments, TNT Wireless does not waive the right to collect all amounts that the subscriber owes, including late fees. If the subscriber's check, electronic funds transfer payment, including debit or Automated Clearing House payment, or any other payment is dishonored or returned, TNT Wireless may charge the subscriber $35, or the maximum amount allowed under applicable law. TNT Wireless may also require the subscriber to use another

[45] *See Order* at ¶ 214-16.
[46] *See Order* at ¶ 257.

payment method, and/or immediately suspend or cancel the subscriber's Service. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of TNT Wireless' costs resulting from late payments and non-payments by customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

F. Additional Rule Amendments

1. Terms and Conditions of Service

TNT Wireless 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 at www.talkntext.net. The terms and conditions of the Company's retail plans, as generally available to the public and to which a Lifeline customer can apply their Lifeline discount, can also be found at www.talkntext.net.

2. Reporting Requirements

TNT Wireless 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, including minutes of use and/or toll calls.[47]

[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.

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, TNT Wireless will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.[48] TNT Wireless 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

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

IV. COMPANY INFORMATION

TNT Wireless is a Texas limited liability company. TNT Wireless will provide pre-paid and post-paid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint Spectrum L.P. ("Sprint"). Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like TNT Wireless. TNT Wireless will obtain from Sprint, via Telecom Service Bureau, Inc. ("TSB"), the network infrastructure and transmission facilities to allow TNT Wireless to operate as a Mobile Virtual Network Operator ("MVNO").

TNT Wireless has contracted with ReWireless, LLC ("ReWireless") for the purpose of acquiring wireless handsets, which, in turn, are placed on the TNT Wireless network, and then reprogrammed by ReWireless for TNT Wireless customers. ReWireless is a Texas limited liability

[48] *See Order* page 221.
[49] *See Order* at ¶ 128.
[50] *See Order* at ¶ 302.

company located in Southlake, Texas. ReWireless programs wireless handsets and has programmed approximately 250,000 handsets for several ETCs throughout the United States since April 2011.

TNT Wireless has also contracted with ASAP Distributors, LLC ("ASAP"). ASAP is a distribution company that employs field representatives from its home office in Texas, specifically for the distribution of Lifeline wireless handsets to eligible Lifeline customers. To date, ASAP has distributed approximately 300,000 phones for several ETCs throughout the United States since June 2010.

A. Names and Identifiers

The Company's legal name is Talk N Text Wireless, LLC d/b/a TNT Wireless. TNT Wireless does not have any holding companies, operating companies, or affiliates. The Company identifies itself as Talk N Text Wireless or TNT Wireless on its marketing and advertising materials.

B. Financial and Technical Capability

TNT Wireless is financially and technically capable of providing Lifeline-supported services.[51] TNT Wireless will not rely exclusively on USF disbursements to operate. TNT Wireless will offer its wireless service to both retail and Lifeline customers as a source of revenue. The Company estimates that approximately 30% of the customer base will opt to purchase its Unlimited Plan, as well as approximately 15% of the customer base that will take advantage of the upsell of premium phone models at a discounted rate. TNT Wireless has secured initial investment funds that the Company will rely on for start-up operations. With another substantial investment expected within the next six months, TNT Wireless will be able to sustain operations and further growth.

[51] *See Order* at ¶ 387.

In addition to initial investment funds and USF disbursements, TNT Wireless has several other revenue-generating sources. TNT Wireless will upsell premium phone models, as well as sell additional minute plan packages, which the Company estimates approximately 10-15% of the customer base will purchase. TNT Wireless also makes available to customers several other revenue-generating affiliates, such as Free411 and 1800COLLECT, which offer services to customers while generating revenue for the Company.

TNT Wireless has contracted with NetSpend Corporation ("NetSpend"). TNT Wireless will offer the NetSpend service to Lifeline customers as a completely optional and secondary product offering to the Company's Lifeline wireless service. NetSpend's Benefits Express Program allows TNT Wireless Lifeline customers receiving government assistance, such as SNAP, TANF, and other benefits, to receive the benefits up to 5 days earlier, once enrolled. TNT Wireless' relationship with NetSpend is unique in that eligible Lifeline customers are able to enroll in the NetSpend Benefits Express Program on-site at TNT Wireless events and retail locations, at the actual time the customer's eligibility is confirmed and he/she receives a TNT Wireless handset. The eligible Lifeline customer would receive a wireless handset at a TNT Wireless event upon verification of eligibility and then, at the same event, be able to apply for the NetSpend Benefits Express Program and receive a temporary NetSpend card. Once the customer information is verified by NetSpend, he/she will receive a permanent NetSpend card from NetSpend, to which the government benefits are tied.

TNT Wireless has not been subject to enforcement action or ETC revocation proceedings in any state. Furthermore, the senior management of TNT Wireless has great depth in the telecommunications industry and offers extensive telecommunications business technical and

managerial expertise to the Company.[52] TNT Wireless' management team has over 40 years of experience, collectively, in the telecommunications industry. TNT Wireless will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

C. Lifeline Offering

TNT Wireless 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 Sprint.[53] As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers the option to choose a plan[54] that best meets their needs:

1. Lifeline Unlimited Plan (Pre-Paid). Under this plan, eligible Lifeline customers will receive a discount on the Company's Retail Unlimited Minute Plan (Pre-Paid). Lifeline customers choosing this plan will receive a free phone and will enjoy 100 free anytime minutes and pre-pay the discounted rate for an additional unlimited anytime minutes. The discount is equal to the federal Lifeline subsidy. These minutes do not rollover and text messaging is at the rate of one minute (1 incoming or outgoing text = 1 minute of voice).
2. Lifeline 150 Minute Plan (Post-Paid). Under this plan, eligible Lifeline customers will receive a discount on the Company's Retail 150 Minute Plan (Post-Paid). Lifeline customers choosing this plan will receive a free phone and will enjoy 100 free anytime minutes and will be billed the discounted rate for the additional 50

[52] See Exhibit D for key management resumes.
[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.
[54] The Company may alter its Lifeline offering as necessary on a state-by-state basis, particularly as required by state public utility commissions or Tribal offerings. Please see the Company's website (www.talkntext.net) for more detailed information regarding plans available in each state.

anytime minutes.[55] The discount is equal to the federal Lifeline subsidy. These minutes do not rollover and text messaging is at the rate of one minute (1 incoming or outgoing text = 1 minute of voice).

3. Lifeline Free 250 Minute Plan. Under this plan, eligible Lifeline customers will receive a discount on the Company's Retail 250 Minute Plan (Pre-Paid). Lifeline customers choosing this plan enjoy 250 free anytime minutes but must purchase a phone separately. The discount is equal to the federal Lifeline subsidy. These minutes do not rollover and text messaging is at the rate of one minute (1 incoming or outgoing text = 1 minute of voice.)
4. Lifeline Free 100 Minute Plan. Under this plan, eligible Lifeline customers will receive a discount on the Company's Retail 100 Minute Plan (Pre-Paid). Lifeline customers choosing this plan will receive a free phone and will enjoy 100 free anytime minutes. The discount is equal to the federal Lifeline subsidy. These minutes do not rollover and text messaging is at the rate of one-third of one minute (3 incoming or outgoing texts = 1 minute).

Customers have the capability of purchasing additional bundles of minutes in denominations as low as $5, $10, and $20.[56] Additional airtime can be purchased by calling Customer Service, at no decrement in minutes, or by contacting Customer Service via the Company's website www.talkntext.net. In addition to free voice services, all of TNT Wireless' Lifeline plans will include the following Custom Calling features: Caller ID, Call Waiting, and Voicemail.

Customers are not bound by a local calling area requirement; all plans come with

[55] Customer will be billed either electronically or via paper billing. Electronic billing is at no additional charge. Paper billing incurs an additional charge of $2.00 per month.
[56] $5 = 35 minutes; $10 = 75 minutes; $20 = 160 minutes.

domestic long distance at no extra per minute charge and exceptional nationwide digital coverage on the Nationwide Sprint Spectrum Network. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to Customer Service are also free. TNT Wireless does not impose burdensome credit checks or long-term service contracts on its customers. Both Retail and Lifeline customers that choose the 150 Minute Plan are required to sign a short-term 6-month contract. Benefits of this 6-month contract include credit repair and credit building. TNT Wireless has partnered with a third party, PRBC, Inc., which will allow the Company to report all on-time customer payments to the three major credit bureaus, thus reflecting a positive payment history for wireless service on the customer's individual consumer credit report. The 6-month contract allows enough time for all of the major credit reporting agencies to reflect the positive and on-time payments TNT Wireless customers make for their wireless service. Such positive and on-time payments will assist credit-challenged customers receive positive points on their individual credit report. Furthermore, Lifeline Contract Customers are eligible to upgrade to the Company's Lifeline Unlimited Plan with an additional $5.00 Contract Customer Discount. Full terms and conditions of the Company's plans are attached as Exhibit C and can also be found at www.talkntext.net.

V. CONCLUSION

TNT Wireless submits that this Revised 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, TNT Wireless respectfully requests that the Commission expeditiously approve this Compliance Plan, as revised, 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,

Talk N Text Wireless, LLC

/s/ Lance J.M. Steinhart

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005
(770) 232-9200

Its Counsel

Dated August 28, 2012

Exhibit A

Sample Lifeline Certification Form

TNT Wireless
Talk N Text Wireless

- Unlimited Lifeline
- 150 Lifeline
- 100 Lifeline
- 250 Lifeline

TNT WIRELESS ALABAMA LIFELINE
When completed mail to:
TNT Wireless
705 Commerce St, Southlake, TX 76092
Customer Service: 1.855.3.FREE.TNT
Fax: 470.201.4662

IF MAILED IN, YOU MUST SEND PROOF OF ELIGIBILITY WITH APPLICATION

Referring Cell Phone Number (Including Area Code)

___ ___ ___-___ ___ ___-___ ___ ____ ___

This signed Authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any purpose other than for the Lifeline program. Service requests will not be processed until this form has been received and verified by Company. I authorize the company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program.

Things to know about the Lifeline Program:

(1) Lifeline is a federal benefit.
(2) Lifeline Service is available for only one line 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.

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

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

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

Important! The form should be completed IN CAPITAL LETTERS using a Black or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in style to the following:

✓ X A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 8 9 0

Applicant Information:

2 First Name 3 MI 4 Last Name

___ ___

5 Residing Street Number 6 Residing Address (No P.O. Boxes, Must be your principal address): 7Apt/Floor/Other

___ ___

8 This Address is: ☐ Permanent ☐ Temporary ☐ Multi-household

9 Residing City 10 State 11 Zip code

___ ___

12 Billing Street Number 13 Billing Address (May contain a P.O. Box) 14 Apt/Floor/Other

___ ___

15 Billing City 16 State 17 Zip code

___ ___

18 Contact Telephone Number (Including Area Code) 19 Date of Birth (MM-DD-YYYY) 20 Last 4 Digit of SSN

___ ___ ___-___ ___ ___- ___ ___ ___ ___ ___ ___/ ___ ___ /___ ___ ___ ___ ___ ___ ___ ___

I certify, under penalty of perjury: (Initial by Each Certification)

16_____ Initial Here 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

17_____ Initial Here I am a current recipient of the program checked above, or have and annual household income at or below 135 percent of the Federal Poverty Guidelines

18_____ Initial Here I have provided documentation of eligibility if required to do so.

19_____ Initial Here I understand that I and my household can only have one Lifeline-supported telephone service. Talk N Text 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 Unites States government

20_____ Initial Here 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, Assist, Assurance, or Reachout Wireless.

21_____ Initial Here I understand my Talk N Text Wireless Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.

22_____ Initial Here I understand that if my service goes unused for sixty (60) day, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact Talk N Text Wireless to confirm that I want to continue receiving their service.

23_____ Initial Here I will notify Talk N Text 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 my household:

(1) Ceases to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
(2) is receiving more than one Lifeline supported service;
(3) no longer satisfies the criteria for receiving Lifeline support

24_____ Initial Here I will notify Talk N Text 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 Talk n Text Wireless every ninety (90) days. If I fail to respond to Talk N Text Wireless Address verification attempts within thirty (30) days my Talk N Text Wireless Lifeline service may be terminated.

25_____ Initial Here Talk N Text 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 Talk N Text Lifeline service.

26_____ Initial Here I authorize and understand that Talk N Text 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 date social security , usage history, address and phone number.

27_____ Initial Here I understand that my name, telephone number, date of birth, last four digits of my social security number, and address will be divulged to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.

28_____ Initial Here 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.

29_____
APPLICANT'S SIGNATURE (Required)

30 Date: ___ ___ /___ ___ /___ ___ ___ ___

PLACE LABEL HERE

ESN:

_____

MDN

_____

REP ID #:

___ ___

ACCOUNT NUMBER

_____

Last 4 digits of Proof Seen

___ ___ ___ ___

Circle Proof Type Seen

- (LIHEAP)
- (SSI)
- (TANF)
- National School Lunch Program
- Federal Public Housing Assistance
- Medicaid
- (SNAP)

Exhibit B
Sample Advertisements

Marketing Trifold

PACKAGES AVAILABLE:

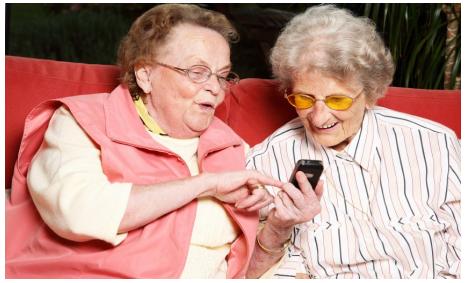
Retail Unlimited (Pre-Paid) w/ Free Phone:	$45.00
Retail 150 Minute (Post-Paid) w/ Free Phone:	$15.00
Retail 100 Minute (Pre-Paid) w/ Free Phone:	$9.25
Retail 250 Minute (Pre-Paid) Minutes ONLY:	$9.25
Lifeline Unlimited (Pre-Paid) w/ Free Phone:	$35.75
Lifeline 150 Minute (Post-Paid) w/ Free Phone:	$5.75
Lifeline Free 100 Minute w/ Free Phone:	FREE
Lifeline FREE 250 Minute (Minutes ONLY):	FREE

ADDITIONAL MINUTES AVAILABLE:

$5.00 = 35 minutes

$10.00 = 75 minutes

$20.00 = 160 minutes



TNT WIRELESS LIFELINE PROGRAM

TNT Wireless
Talk N Text Wireless

Talk N Text Wireless, LLC

705 Commerce Street, Southlake, TX 76092

855.3 FREE. TNT

www.talkntext.net

WHAT IS THE TNT WIRELESS LIFELINE PROGRAM?

The TNT Wireless Lifeline Program provides a free wireless phone and free monthly minutes of airtime to customers that qualify throughout the United States.

HOW DO I QUALIFY?

If you are on government assistance such as SNAP (Food Stamps), Supplemental Security Income (SSI), Medicaid, Energy Assistance, Housing Assistance, Low Income Program or TANF (More programs may apply), you may qualify for Lifeline, which help provides government assisted wireless phone service. See usac.org for qualifying programs and more information on the Lifeline program. Non-Lifeline customers can also take advantage of service but will not receive the Lifeline subsidy. Approved programs may change depending on state regulations.

WHAT IS LIFELINE?

Lifeline is a federal benefit. Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers; and 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. I understand that I and my household can only have one Lifeline-supported telephone service. Customers are required to show proof of identity and eligibility prior to enrolling in the TNT Wireless Lifeline Program. Talk N Text 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. 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, Assist, Assurance, or Reachout Wireless. I understand my Talk N Text Wireless Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer. I understand that if my service goes unused for sixty (60) day, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact Talk N Text Wireless to confirm that I want to continue receiving service. I will notify Talk N Text 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 cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.

CONTACT US TODAY TO SEE IF YOU QUALIFY!

TNT Wireless
Talk N Text Wireless

Talk N Text Wireless, LLC

705 Commerce Street, Southlake, TX 76092

855.3 FREE. TNT

www.talkntext.net

Exhibit C

Lifeline Terms and Conditions

TNT Wireless Terms and Conditions of Service

Talk N Text Wireless, LLC ("TNT Wireless") provides both Non-Lifeline (Retail) and Lifeline wireless services. TNT Wireless' Lifeline program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to TNT Wireless' Retail and Lifeline services and wireless phones activated on TNT Wireless' services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using a TNT Wireless phone and is a legally binding agreement between you and TNT Wireless. These Terms and Conditions of Service contain important information about your consumer rights. TNT Wireless reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the TNT Website at www.talkntext.net. Please check this website often for updates to the Terms and Conditions of Service.

TNT Wireless Lifeline Program

Lifeline Support is a government benefit program that provides discounts on monthly telephone service (wireline or wireless) for eligible low-income consumers to help ensure they have the opportunities and security that telephone service affords. An eligible TNT Wireless customer may receive a Lifeline discount on wireless service; however, the Lifeline discount is available for only one telephone connection, wireless or wireline, per household. That is, eligible low-income consumers may receive a Lifeline discount on either a wireline or a wireless service, but may not receive a Lifeline discount on both services at the same time. Lifeline support may vary between states.

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

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

Program Based Eligibility

Program based eligibility varies by state. TNT Wireless subscribers are eligible to receive a lifeline discount, under the program based eligibility, if they participate in one or more of the following programs and the state participates in that program:

- Supplemental Nutrition Assistance Program (Food Stamps)
- Medicaid (Not the same as Medicare)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's Free Lunch Program
- Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families Program (TANF)

Income Based Eligibility

Income based eligibility varies by state. Some states do not offer income based eligibility for lifeline programs. TNT Wireless subscribers are eligible to receive a Lifeline discount, under the income based eligibility, if the subscriber's total combined household income meets the defined U.S. Government Income Poverty Guidelines. Proof of income documentation (such as a current tax return) must be provided to TNT Wireless to demonstrate eligibility income based eligibility. Proof of income documentation includes: prior year's State or Federal income tax return, three (3) consecutive months of your most current pay stubs, Workers Compensation/Unemployment benefits statement, child support document or divorce decree, Retirement/Pension benefits statement, and Social Security/Veterans Administration benefits statement.

Lifeline Program Subscriber Affirmations

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

- The TNT Wireless Lifeline program is limited to one connection per household
- Subscriber applying for service certifies that neither the subscriber nor anyone in his household participates in a Lifeline program with any other provider.
- Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for Lifeline service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent).

- If subscriber participates in any other Lifeline programs at the time of applying for TNT Wireless' Lifeline program, the subscriber agrees to cancel Lifeline service with all other providers.
- Subscriber agrees to immediately notify TNT Wireless of any address change.
- Subscriber affirms they meet the head of household requirement.
- Subscriber affirms they are least 18 years old.
- Subscriber affirms they are not claimed as a dependent on another person's tax returns.
- Subscriber affirms they will immediately notify TNT Wireless if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts.
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by TNT Wireless. Subscriber also authorizes any state or federal assistance program representatives to verify subscriber's eligibility for the Lifeline program.
- Subscribers applying for the Lifeline program authorize TNT Wireless, or its duly appointed representative to access records relating to the subscriber in order to verify subscriber eligibility in the TNT Wireless Lifeline program.
- Subscribers applying for the TNT Wireless Lifeline program affirm, under penalty and perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs

Subscribers participating in the TNT Wireless Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in Lifeline programs based on the appropriate state or federal recertification or verification requirements. TNT Wireless reserves the right to determine, at its sole discretion, except in those states where state government agencies determine, if a subscriber meets the annual recertification or verification requirements or if the subscriber fails to re-qualify for Lifeline service. If TNT Wireless is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in the TNT Wireless Lifeline program. The subscriber's Lifeline plan will be discontinued and the subscriber will be de-enrolled from the TNT Wireless' Lifeline program. The subscriber will be eligible to choose from any then available Retail plan under the applicable terms and conditions for that plan.

TNT Wireless reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. TNT Wireless subscribers have the ability to terminate from the Lifeline program for any reason. Subscribers who choose to terminate from the Lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive the free minutes included each month and will be required to re-qualify for Lifeline service if they choose to enroll with TNT Wireless' Lifeline program at any time in the future.

Please send all termination requests (include name, wireless number, and identity related information) to:

TNT Wireless
Attn: Service Termination
705 Commerce Street
Southlake, TX 76092

Or by fax to:
470.201.4662

De-Enrollment from Lifeline Program

TNT Wireless will de-enroll subscribers from the Lifeline program in the following instances:

Elective. If at any time a TNT Wireless Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. TNT Wireless Lifeline customers simply call the Company's toll-free customer service number and speak to a live operator to de-enroll from TNT Wireless' Lifeline program.

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.

If a customer does not respond to the Company's annual verification survey within 30 days, or if TNT Wireless 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), TNT Wireless 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. Similarly, TNT Wireless will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.

Duplicative Support. Subject to the Universal Service Administrative Company's (USAC) Duplicate Resolution Process and anticipated Duplicate Scrubbing Process, TNT Wireless 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.

Non-Usage. TNT Wireless will de-enroll any pre-paid subscriber that has not used the Company's Lifeline service for 60 consecutive days. TNT Wireless will provide the subscriber 30 days' notice that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage.

Nonpayment of Fees

Lifeline Customers. In the event that a Lifeline customer subscribes to non-Lifeline Services, those bundled non-Lifeline Services are subject to disconnection for non-payment. Lifeline customers on Lifeline service plans will still receive their monthly Lifeline 100 minutes, as long as the customer qualifies for Lifeline, regardless if the remainder of the bill is paid.

Lifeline Unlimited Plan. In the event that the monthly payment for the Lifeline Unlimited Plan is not received by the due date, the subscriber will still receive 100 monthly Lifeline minutes, as long as the subscriber qualifies for Lifeline service.

Lifeline 150 Plan. In the event that the monthly payment for the Lifeline 150 Plan is not received by the due date, the subscriber will still receive 100 monthly Lifeline minutes, as long as the customer qualifies for Lifeline service. Since there is a contract for this plan, there is a 10-day grace period which will still allow TNT Wireless to report an on-time payment to the credit bureaus.

Retail Customers. Retail customers are required to pay the monthly bill before the due date to avoid service interruption.

Retail Unlimited Plan. In the event that the monthly payment for the Retail Unlimited Plan is not received by the due date, the subscriber's service will be suspended until payment is received.

Retail 150 Plan. In the event that the monthly payment for the Retail 150 Plan is not received by the due date, the subscriber's service will be suspended until payment is received. Since there is a contract for this plan, there is a 10-day grace period which will still allow TNT Wireless to report an on-time payment to the credit bureaus.

Retail 100 Plan. In the event that the monthly payment for the Retail 100 Plan is not received by the due date, the subscriber's service will be suspended until payment is received.

Retail 250 Plan. In the event that the monthly payment for the Retail 250 Plan is not received by the due date, the subscriber's service will be suspended until payment is received.

Lifeline Contract Customers. TNT Wireless' post-paid Lifeline customers are required to pay in full by the due date. However, since the customer qualifies for Lifeline, the customer will still receive 100 monthly minutes of Lifeline service per month, regardless if the customer's portion of the monthly bill is paid. Additionally, there is a 10-day grace period for post-paid customers, which will allow TNT wireless to still report an on-time payment to credit reporting agencies.

Retail Contract Customers. TNT Wireless' post-paid customers are required to pay in full by the due date. TNT Wireless has a 10-day grace period for post-paid customers, which will allow TNT Wireless to still report an on-time payment to credit reporting

agencies If TNT Wireless does not receive payment in full by the 11th day after the due date on the subscriber's bill, the subscriber may be charged a late fee of the greater of 1.5% per month (18% annually) or $5/month, subject to the maximum allowed by law. TNT Wireless may use a collection agency and the subscriber agrees to pay collection agency fees TNT Wireless incurs to collect payment. If TNT Wireless accepts late or partial payments, TNT Wireless does not waive the right to collect all amounts that the subscriber owes, including late fees. If the subscriber's check, electronic funds transfer payment, including debit or Automated Clearing House payment, or any other payment is dishonored or returned, TNT Wireless may charge the subscriber $35, or the maximum amount allowed under applicable law. TNT Wireless may also require the subscriber to use another payment method, and/or immediately suspend or cancel the subscriber's Service. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of TNT Wireless' costs resulting from late payments and non-payments by customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

Maintaining non-Lifeline (Retail) accounts

TNT Wireless subscribers using a Retail service must purchase and load airtime at least once during any consecutive 30 day period. Airtime expires 30 days from date of loading. If no additional airtime is loaded within 30 days after the service expiration of your airtime, then your service on the TNT Wireless Retail service will be deactivated. All minute plans offered by TNT Wireless include a limit (CAP) on the amount of minutes a subscriber can use in the 30-day period that begins on the day the plan is loaded. For example, the $40 plan includes a maximum of 900 minutes of use in a 30-day period. If you have any questions regarding the limits of use with airtime provided by TNT Wireless please contact Customer Service at 1-855-3-FREE-TNT.

If you do not accept any of these Terms and Conditions of Service, do not activate or use service provided by TNT Wireless and contact TNT Wireless Customer Service at1-855-3-FREE-TNT. By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for TNT Wireless service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of TNT Wireless. Any attempted assignment or delegation without proper consent from TNT Wireless shall be void.

Supported Services

The following supported services are available to TNT Wireless subscribers who participate in the Lifeline program. Questions regarding supported services can be made in writing or by contacting a TNT Wireless representative at 1-855-3-FREE-TNT.

1. ***Voice grade access to the public switched network***. TNT Wireless service provides voice grade access to the Public Switched Telecommunications Network ("PSTN");

2. ***Minutes of use for local service.*** As part of the voice grade access to the PSTN, TNT Wireless provides minutes of use for local service at no additional charge;
3. ***Access to emergency services***. TNT Wireless provides 911 and E911 access for all of its customers, to the extent the local government has implemented 911 or E911 systems. TNT Wireless also complies with the Federal Communications Commission's ("FCC") regulation;
4. ***Toll limitation for qualifying low-income consumers***. The FCC has stated that toll limitation would no longer be deemed a supported service and that ETCs are no required to offer toll limitation service to low-income consumers if the Lifeline offering provides a set amount of minutes that do not distinguish between toll and non-toll calls. TNT Wireless' offerings provide a set amount of minutes and service is not offered on a distance-sensitive basis – local and domestic long distance minutes are treated the same.

TNT Wireless Services

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

Restrictions and Limitations

TNT Wireless provides mobile telecommunications services using the geographic areas covered by the Nationwide Sprint Network footprint. Local phone numbers may not be available in all areas. Subscribers do not have the ability to use TNT Wireless service with any other wireless phone, device, or on another network. Subscribers may also not use a TNT Wireless handset with any other service or network. Airtime may be used for domestic calling within the United States and for other services as provided in these Terms and Conditions of Service. TNT Wireless service is for personal use only and may not be used in a manner that interferes with another TNT Wireless customer's use of service. TNT Wireless has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high numbers of calls, sends or receives unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other TNT Wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used other than for personal use and is in violation of these Terms and Conditions of Service. TNT Wireless

services are provided solely for live dialogue between two individuals. TNT Wireless services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. A TNT Wireless subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

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

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

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

TNT Wireless Lifeline Service Availability

TNT Wireless Lifeline programs are only available for activation by customers who reside in the areas in which Talk N Text Wireless, LLC has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a TNT Wireless ETC service area. Visit www.talkntext.net to check whether you reside in a TNT Wireless ETC service area. To be eligible for TNT Wireless Lifeline service, a subscriber must meet the applicable eligibility standards. Where applicable, TNT Wireless' Lifeline program is provided to you by Talk N Text Wireless, LLC, and may be governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state and supersede any term related to the Lifeline program. TNT Wireless may provide access to tariffs through

its website. Please be aware that tariffs posted online may not be official documents and you assume full responsibility for any tariff information you access on the TNT Wireless website. TNT Wireless bears no liability for the accuracy of any documents available on its website.

Rates (Airtime), Features, Coverage, and Activation Fees

1. Airtime is valued at $0.10 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. TNT Wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Unanswered outbound calls will be billed if the ring time exceeds 30 seconds. Ring time is defined as the amount of time between the point when a call is initiated (pressing the TALK button) and when it is answered (or terminated before being answered). Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the TNT Wireless Lifeline Assistance program. Roaming charges will be blocked. A TNT Wireless Customer must have airtime minutes available to make or receive a call. TNT Wireless handsets will only operate when you have airtime minutes available on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime to your account. The available plans listed below are available for most states.

2. **INTERNATIONAL DIALING:** International calling is not allowed on any TNT Wireless plan available. International dialing is blocked, but, there are no guarantees that all international calling can be blocked from your handset. If you attempt an international call and are successful your account will be blocked from making any additional calls for the remainder of the billing cycle except for emergency calls where available. Subscribers may buy additional airtime during this period while their account has been suspended for placing international calls. TNT Wireless strictly prohibits all international calling.

3. TNT Wireless' Plans available to Lifeline and Retail customers in Sections 4 and 5 below may vary by state in accordance with state requirements. Please check the Company's website, www.talkntext.net, for the most up-to-date plans available in your state.

4. ***LIFELINE PLANS***

   Lifeline Free 100 Minute Plan w/Free Phone:
   You will receive a free phone upon certification of eligibility and activation. Each month you will receive 100 free voice minutes. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending text messages and 0.3 minutes per text message for receiving text messages (3 incoming or outgoing texts = 1 minute of voice). Unused minutes do not rollover and will expire upon

refill. Lifeline plans may vary by state. There is no deposit, credit check, or contract required.

Lifeline Free 250 Minute Plan

You must purchase a phone separately. After certification of eligibility and activation, each month you will receive 250 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending text messages and 1 minute per text message for receiving text messages (1 incoming or outgoing text = 1 minute of voice). Unused minutes do not rollover and will expire upon refill. Lifeline plans may vary by state. There is no deposit, credit check, or contract required.

Lifeline 150 Minute Plan (Post-Paid) w/ Free Phone:

You will receive a free phone upon certification of eligibility and activation. Each month you will receive 100 free voice minutes. In addition to your 100 free voice minutes, each month you will receive an additional 50 voice minutes at a rate discounted off our Retail 150 Minute Plan (Post-Paid) rate. Each month you will be billed either electronically at no additional charge or via paper billing at an additional charge of $2.00 per month. Text messaging will be assessed at a rate of 1 minute per text message for sending text messages and 1 minute per text message for receiving text messages (1 incoming or outgoing text = 1 minute of voice). Unused minutes do not rollover and will expire each month on the service expiration date. Lifeline plans may vary by state. There is no deposit or credit check required. A 6-month contract is required for this plan.

Lifeline Unlimited Minute Plan (Pre-Paid) w/ Free Phone:

You will receive a free phone upon certification of eligibility and activation. Each month you will receive 100 free voice minutes. Each month you will pre-pay and receive an additional unlimited voice minutes at a rate discounted off our Retail Unlimited Minute Plan (Pre-Paid) rate. Text messaging will be assessed at a rate of 1 minute per text message for sending text messages and 1 minute per text message for receiving text messages (1 incoming or outgoing text = 1 minute of voice). Unused minutes do not rollover and will expire each month on the service expiration date. Lifeline plans may vary by state. There is no deposit, credit check, or contract required.

5. ***RETAIL PLANS***

Retail 100 Minute Plan (Pre-Paid) w/Free Phone:

You will receive a free phone upon activation. Each month you will pre-pay and receive 100 voice minutes for $9.25 per month. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending text messages and 0.3 minutes per text message for receiving text messages (3 incoming or outgoing texts = 1 minute of voice). Unused minutes do not rollover and will expire each month on the service expiration date. Retail plans may vary by state. There is no deposit, credit check, or contract required.

Retail 250 Minute Plan (Pre-Paid)

You must purchase a phone separately. Each month you will receive 250 voice minutes for $9.25 per month. Text messaging will be assessed at a rate of 1

minute per text message for sending text messages and 1 minutes per text for receiving text messages (1 incoming or outgoing text = 1 minute of voice). Unused minutes do not rollover and will expire each month on the service expiration date. Retail plans may vary by state. There is no deposit, credit check, or contract required.

Retail 150 Minute Plan (Post-Paid) w/ Free Phone:

You will receive a free phone upon activation. Each month you will receive 150 voice minutes for $15.00 per month. Each month you will be billed either electronically at no additional charge or via paper billing at an additional charge of $2.00 per month. Text messaging will be assessed at a rate of 1 minute per text message for sending text messages and 1 minutes per text for receiving text messages (1 incoming or outgoing text = 1 minute of voice). Unused minutes do not rollover from month to month and will expire each month on the service expiration date. Retail plans may vary by state. There is no deposit or credit check required. A 6-month contract is required for this plan.

Retail Unlimited Minute Plan (Pre-Paid) w/ Free Phone:

You will receive a free phone upon activation. Each month you will pre-pay and receive unlimited voice minutes for $45.00 per month. Text messaging will be assessed at a rate of 1 minute per text message for sending text messages and 1 minutes per text for receiving text messages (1 incoming or outgoing text = 1 minute of voice). Unused minutes do not rollover and will expire each month on the service expiration date. Retail plans may vary by state. There is no deposit, credit check, or contract required.

6. ***Additional Minutes Plans:***

TNT Wireless will provide Additional Minutes Plans. Please visit www.talkntext.net for the current rates for adding additional minutes. Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months. If you use all of your monthly voice minutes and messages before a new monthly cycle starts and you add a Refill Plan to your account, you will be charged based off the Refill Plan you choose for voice and messages. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your wireless phone to make or receive voice calls, other than 911 emergency calls and calls to Customer Service, until the start of the next monthly cycle. If you have a Refill Plan and use all your minutes included in the plan you will not have the ability to make calls or receive messages, except to place 911 calls and calls to Customer Service, until you purchase another Refill Plan or a new monthly cycle starts. If you are a Lifeline customer and also have a Refill Plan and you do not have sufficient funds in your account to pay your monthly charge on your payment due date, you will automatically be switched to the free minutes plan included each month with your service from the TNT Wireless Lifeline program.

Subscribers may add a Refill Plan to their TNT Wireless account by using one of following methods. You can add a Refill Plan to your account by paying by

credit/debit card, or by buying a Refill Plan at any TNT Wireless authorized agent location. TNT Wireless Refill Plans come in increments of $5, $10, and $20. Sales taxes apply and are not included in the cost of the minute plan purchased. All minute plans offered by TNT Wireless include a limit (CAP) on the amount of minutes a subscriber can use in the 30-day period that begins on the day the plan is purchased.

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

8. Subscribers who successfully submit a TNT Wireless Lifeline application for the Lifeline program may elect to receive a free wireless phone, or purchase a higher end model, provided by TNT Wireless including an allotment of free airtime minutes each month for a period of twelve (12) consecutive months from the date service is started. TNT Wireless reserves the right to determine, at its sole discretion, except in those states where state government agencies determine, whether or not an applicant meets the eligibility requirements to participate or continue to participate in the TNT Wireless Lifeline.

Taxes and Surcharges

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

Text Messaging Rates

A TNT Wireless subscriber can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. You may use your free monthly allotment of minutes to send and/or receive text messages. Text messages sent to you by TNT Wireless are free of charge. The charge to send or receive a text message will vary depending upon your plan.

The standard rate to send or receive a text message on your TNT Wireless phone is $0.10 per text message for receiving, and $0.10 per text message for sending. Adding additional airtime or plans to your account may include incremental minute rates per text messages sent or received. Text messaging rates for the Lifeline FREE 100 MINUTE PLAN will be charged at 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. All other text messaging rates for Lifeline plans will be charged at 1 minute per text message for sending and 1 minute per text message for receiving text messages. If you have used all of your free monthly allotment of minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls. If you do not want minutes deducted from your TNT Wireless phone for text messaging, then do not send or receive text messages.

Domestic Text Messaging Rates:

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

International Text Messaging Rates:

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

Premium SMS:

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

Preventing or Sending Spam:

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

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

Data Service Rates

TNT Wireless provides wireless data services and mobile internet services using your TNT Wireless phone.

Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations ("Data Subscription Rates"):

Data Subscription Rates

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

Data usage will be deducted from the available data allocation in your purchased Data Subscription. Unused data expire at the end of your monthly Data Subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be required to add an additional Data Subscription in order to access the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously. You may terminate your subscription or switch to another data subscription by contacting TNT Wireless at 1-855-3-FREE-TNT. Subscribers are responsible for all data activity from and to your wireless phone, regardless of who initiates the activity. TNT Wireless reserves the right to suspend, limit, or terminate a subscriber's account without notice for any misuse or use that adversely impacts network performance. TNT Wireless will not provide free access to data content.

Data services available to TNT Wireless subscribers may allow access to many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of TNT Wireless data services are solely responsible for evaluating the data content accessed while using a TNT Wireless handset or device. TNT Wireless strongly recommends that you monitor data content access by minors. Data content from third parties may harm your TNT Wireless handset or software. TNT Wireless, for any reason, may place restrictions on accessing certain data content, limit the amount of data you can access, or

terminate a subscriber's access to data services. TNT Wireless supports the use of data content, but, TNT Wireless makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using a TNT Wireless handset or device. TNT Wireless does not have control over the data content provided on third party's site that a subscriber may access. TNT Wireless reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers.

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

Directory Assistance, Additional Charges and Services

Directory assistance calls will be charged at a rate of $1.50 per call plus applicable airtime charges, unless a third-party provider is utilized. This amount will be deducted from available minutes you have remaining on your wireless plan.

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

Subscribers can switch wireless numbers for an additional fee. To make this change, please call TNT Wireless at 1-855-3-FREE-TNT to switch your wireless phone number. A charge of $15 may apply to number change requests.

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

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

Please contact TNT Wireless at 1-855-3-FREE-TNT, or visit our website at www.talkntext.net, for additional pricing information or answers to any questions about TNT Wireless' services. Calls to TNT Wireless may be monitored and recorded for quality assurance.

Subscriber Account History:

Subscriber account history is available online for the previous 60 days of service. You may request a printed copy of your account history detailing the last 60 days of service by sending a written request to TNT Wireless, 705 Commerce Street, Southlake, TX 76092, Attention: Account History. If you deactivate your services or change your wireless phone number, you may obtain your account history by contacting TNT Wireless at 1-855-3-FREE-TNT. Please visit www.talkntext.net to access your account history at no cost. TNT Wireless subscribers have the ability to request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or fax.

Send requests to:
TNT Wireless
705 Commerce Street
Southlake, TX 76092

Or fax to:
470-201-4662

Disputed Charges

If you have a dispute with any charge to your TNT Wireless account, you must notify us within 30 days after the charge appears on your account. You may either contact TNT Wireless at 1-855-3-FREE-TNT or send notice in writing to the address listed below. A TNT Wireless Customer Service Representative will investigate your claim. If TNT Wireless is not notified of your dispute within this 30-day period you waive any right to dispute the charge, including in arbitration and/or a court proceeding. You accept all charges not properly disputed within this 30-day period. We will provide you a credit or refund if we determine that the disputed charge was inappropriate and was disputed by you in a timely manner. If we provide a credit or refund, you agree that the dispute is fully and finally resolved and not subject to any further proceedings. TNT Wireless is not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If any unauthorized or disputed charge appears on your statement for a third-party product, you must contact that third party directly. Third-party contact information is also available by calling TNT Wireless at 1-855-3-FREE TNT. TNT Wireless service, unless otherwise provided by law, excludes all incidental or consequential damages. Some states do not allow this exclusion.

Dispute by mail:
TNT Wireless
Attn: Dispute Resolution
705 Commerce Street
Southlake, TX 76092

Refunds, Returns, or Lost Equipment Policy

Refunds:

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

Returns:

Wireless handsets purchased directly from TNT Wireless may be returned for a full refund within 30 days of purchase. A subscriber must return the complete handset in the condition it was received at the time of activation. Please contact TNT Wireless at 1-855-3-FREE-TNT for instructions. TNT Wireless provides new and recycled handsets to subscribers. All handset models provided to Lifeline subscribers are selected at the sole discretion of TNT Wireless. Handset models may vary. TNT Wireless reserves the right to replace handsets with various models at its sole discretion. All wireless handsets purchased directly from TNT Wireless include a 30-day warranty from TNT Wireless. If you experience a handset malfunction call TNT Wireless at 1-855-3-FREE-TNT.

Lost or Stolen Equipment:

If a TNT Wireless Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until TNT Wireless is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact TNT Wireless at 1-855-3-FREE-TNT. Upon receiving notice of the lost or stolen handset, TNT Wireless will suspend the account immediately. If a subscriber does not either activate a new TNT Wireless phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the TNT Wireless phone number.

TNT Wireless Phone Number

TNT Wireless subscribers must accept the number that is assigned to them at the time of activation. The wireless phone number TNT Wireless provides for subscribers to use is and will remain the property of TNT Wireless. TNT Wireless may release a subscriber's

wireless phone number to another subscriber, without giving notice, if the subscriber cancels service with TNT Wireless, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. TNT Wireless reserves the right to change a wireless number at any time. TNT Wireless will attempt to notify the subscriber prior to any change. A subscriber can request to change a wireless phone number for a number change fee of $15.

In some situations, a subscriber may transfer an existing carrier telephone number to your TNT Wireless service for use as a TNT Wireless phone number. To switch an existing phone number to TNT Wireless, please contact TNT Wireless at 1-855-3-FREE-TNT. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to TNT Wireless, they may have to pay a termination fee to the former carrier to early terminate the contract. TNT Wireless will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of Customer Information

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of TNT Wireless Privacy Policy available online at www.talkntext.net. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that TNT Wireless collects from subscribers will be handled in accordance with the FCC's regulations, federal consumer privacy laws and the TNT Wireless Privacy Policy. TNT Wireless will not intentionally share subscriber's personal information without the subscriber's permission. TNT Wireless may, from time to time, use the information subscribers provide to market services to subscribers that may be related to TNT Wireless services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from TNT Wireless and its affiliates about new products, promotions, or other important services offered by TNT Wireless. Subscribers who choose not to receive these notices may elect to unsubscribe to the information by calling TNT Wireless at 1-855-3-FREE-TNT. TNT Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution

You agree to contact TNT Wireless with any disputes. You must contact TNT Wireless with any dispute by calling TNT Wireless at 1-855-3-FREE-TNT or by writing TNT Wireless at 705 Commerce Street, Southlake, TX 76092, Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A TNT Wireless representative will contact you at the last address you have provided or by phone. TNT Wireless agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full

amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or TNT Wireless may commence a Binding Arbitration proceeding (see below).

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

This agreement shall be construed under the laws of the state of Texas, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for TNT Wireless services. To the extent permitted by law, if a dispute claim proceeds in court, TNT Wireless and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

Limitation of Liability

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

messages from your voicemail system, any data content, or any storage or deletion of contacts from a handset address book provided by TNT Wireless.

Indemnification

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

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

Warranties

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

The TNT Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you and Talk N Text Wireless, LLC d/b/a TNT Wireless, with respect to products and services provided to you and the terms under which they are offered to you by TNT Wireless. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of

the federal or state courts located within the State of Texas. This excludes customers who are residents of the state of California.

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

Notices

You may send notices to TNT Wireless by mail, 705 Commerce Street, Southlake, TX 76092, or by phone, 1-855-3-FREE-TNT. Notices will be considered effective after received by TNT Wireless. If a subscriber is unable to resolve concerns with TNT Wireless, they may file a complaint with the FCC. Any notice sent to a subscriber will be sent to your last known residence we have on file, or via text message to your TNT Wireless phone.

Handset Hearing Aid Compatibility (HAC)

The wireless telephone industry has developed ratings to assist hearing device users in finding wireless devices that may be compatible with your hearing devices. Not all wireless devices have been rated. Wireless devices that are rated will have the rating displayed on their box together with other relevant approval markings.

These ratings are not guarantees. Results will vary depending on your hearing device and hearing loss. If your hearing device is vulnerable to interference you may not be able to use a rated wireless device successfully.

The following are wireless devices TNT offers under its branded wireless product. Our sales staff is trained to assist all customers looking for a HAC-compliant handset. (Please note that this list is subject to change and selection is dependent upon availability).

Make/Model	M Rating	T Rating	Functionality Level
Blackberry 8130	M3	T4	A
Blackberry 8330	M4	T4	A
Blackberry 8830	M4	T4	A
HTC-511	M3	T3	A
Sanyo SCP 3810	M4	T4	B
LG-LX125	M3	X	C
LG-LX160	M4	X	C
LG-LX225	M3	X	B
LG-LX260	M3	T3	A
LG-LX265	M3	T4	B
LG-LX350	M3	X	A

LG-LX370	M4	T4	A
LG-LX610	M4	T4	A
LG-LX670	M4	T4	A
MOT-C290	M3	X	C
MOTOROLA KRZR	M4	T4	A
MOT-Q	M3	X	A
MOT-Q9C	M3	X	A
MOT-V3 RAZOR	M3	T3	A
MOT-W385	M4	T4	A
SAMSUNG M240	M4	T4	C
SAMSUNG M300	M4	T4	A
SAMSUNG SPH-M305	M4	X	A
SAMSUNG M800	M3	T3	A
SANYO 2700	M4	T4	A
SANYO-3100	M4	T4	B
SANYO-3810	M4	T4	A
SANYO-8200	M3	T3	B
UT Starcom 1450	M3	X	C

M-Ratings: Wireless devices rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than wireless devices that are not labeled. M4 is the better/higher of the two ratings.

T-Ratings: Wireless devices rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone Switch") than unrated wireless devices. T4 is the better/higher of the two ratings. (Note that not all hearing devices have telecoils in them).

When wireless devices are used near hearing devices (such as hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference, and wireless devices also vary in the amount of interference they generate.

Hearing devices may also be measured for immunity to this type of interference. The more immune your hearing aid is, the less likely you are to experience interference noise from wireless devices. Your hearing device manufacturer or hearing health professional may help you find results for your hearing device.

TNT Wireless offers handsets with different levels of functionality described as follows:

Functionality Level A indicates a phone that is at least SMS, Camera, Bluetooth, USB, and Data Capable.

Functionality Level B indicates a phone that is at least SMS, Camera, and Data Capable.

Functionality Level C indicates a phone that is at least SMS and Data Capable.

Open Internet Policy

OPEN INTERNET POLICY – TALK N TEXT WIRELESS, LLC

Network Management Practices Policy Disclosure

Pursuant to the Federal Communications Commission's newly enacted Open Internet Rules found in Part 8 of Title 47 of the Code of Federal Regulations, the policies of Talk N Text Wireless, LLC, ("Provider") regarding network management practices, performance characteristics, and commercial terms are provided in entirety so that Provider's current customers, prospective customers, third-party content providers and other interested parties can make informed choices regarding the broadband Internet access services offered by Provider, and the extent Provider's network management practices may affect those services.

Network Management Practices

In the interest of providing the best online experience possible for all of Provider's customers, Provider utilizes the reasonable network management practices in some cases as provided by its underlying carriers which are tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that Provider reasonably manages its network to the best of its ability to promote the use and enjoyment of the Internet by all of Provider's customers. By adopting a reasonable and responsible network management policy, Provider prevents to the best of its ability its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade service. The network management practices employed by the Provider's underlying carriers and Provider are consistent with industry standards.

Congestion Management

Congestion is an Internet access service problem that can slow web browsing, downloading, and other activities of the customers during certain peak usage periods. Congestion may be caused by capacity limits and bottlenecks in a service provider's own network, or by limitations in the capacity of the Middle Mile transport facilities and services that many service providers must purchase from unrelated entities to carry the traffic of their customers between their service areas and the closest Internet nodes.

Provider and its underlying carriers constantly monitor its network to manage congestion avoiding over utilization of circuits. Provider and its underlying carrier maintain sufficient bandwidth to service its customers.

Application-Specific Behavior

Provider does not make use of any application-specific network management practices. Provider does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or fields, or any applications or classes of applications. Customers may use any lawful and commercially available application. Provider's network does not discriminate against particular types of content. Peer to Peer, streaming video, VoIP, and video downloads are all classified as content neutral.

Provider does not normally monitor the contents of the traffic or applications of its customers. It undertakes no obligation to monitor or investigate the lawfulness of the applications used by its customers unless mandated by law or contractual agreement that Provider do so.

Device Attachment Rules

In order for a device to be approved for use on the Provider's network, the device must conform to publicly available industry standards and be non-harmful to Provider's network. Provider reserves the right to disable devices that cause disruptions to Provider's customers or that are not in compliance with industry standards. In the event that Provider disables a device or denies access to application providers, prompt notice will be given of the decision to deny access to the network or disable a device.

Security

Provider offers its customers unrestricted access to all of the lawful content, services, and applications available on the Internet. Provider and Provider's underlying carrier uses industry standard tools and generally accepted best practices and policies to protect our customers from spam, phishing, and other unwanted or harmful online content and activities. In the instances where these tools and policies identify online content as harmful or unwanted, the content may be prevented from reaching customers, or customers may be permitted to identify or inspect content to determine if it is harmful or unwanted. Provider's security methods are not intended to prevent end-users from running any specific applications.

Provider employs commercially appropriate security procedures to protect its network and its customer records from unauthorized access by third parties. Provider does not guarantee that it can protect customers from any and/or all security breaches.

Traffic Blocking

Provider does not block any lawful content, applications, services and/or non-harmful devices.

Provider does not knowingly and intentionally impair, degrade or delay the traffic on its network so as to render effectively unusable certain content, applications, services and/or

non-harmful devices.

Provider does not charge edge service providers of content, applications, services and/or devices any fees simply for transporting traffic between them and its customers.

Performance Characteristics

Many of the service and performance characteristics of the Provider's broadband Internet access services are contained in the service offering portions of this website.

Provider offers broadband Internet access service.

The advertised speed of Provider's Internet service is the maximum speed achievable with the technology utilized by Provider or made available to Provider. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Provider's Internet service offerings, including, but not limited to: [the distance of the consumer's home or office from Provider's central office (i.e., the further away the customer is from the central office, the slower the broadband speed), the end user's computer, modem or router, activity during peak usage periods, and other Internet traffic.]

The actual speeds achieved with Provider's Internet service offering make Provider's Internet service suitable for real-time applications, such as Voice over Internet Protocol ("VoIP").

Commercial Terms

The commercial terms and conditions of the Provider's broadband Internet access services are contained in greater detail in the service offering and Terms and Conditions located on this website. This section provides a brief overview of policy terms required by the FCC's Open Internet Framework.

Pricing

In order to meet the usage and budgetary needs of all of our customers, Provider offers a wide selection of broadband Internet access plan options, including promotional offerings, bundled service choices, and a la carte alternatives.

To see Provider's current promotions and pricing on broadband Internet access service, please visit our website www.talkntext.net or call 1-855-3-FREE-TNT to speak with a customer service representative.

Usage-Based Fees

Provider's Internet service is priced on a flat-fee basis (plus taxes). Provider does not charge end users a usage-based fee for Internet service.

No Unreasonable Discrimination

Provider does not unreasonably discriminate in its transmission of traffic over the broadband Internet access services of its customers. It endeavors to give its customers as much choice and control as practicable among its different service offerings and among the content, application, service and device offerings of edge service providers. When reasonable network management practices entail differential treatment of traffic, Provider does not discriminate among specific uses, or classes of uses, of its network.

Provider does not impair, degrade or delay VoIP applications or services that compete with its voice services and those of its affiliates.

Provider does not impair, degrade, delay or otherwise inhibit access by its customers to lawful content, applications, services or non-harmful devices.

Provider does not impair free expression by actions such as slowing traffic from particular websites or blogs.

Provider does not use or demand "pay-for-priority" or similar arrangements that directly or indirectly favor some traffic over other traffic.

Provider does not prioritize its own content, application, services, or devices, or those of its affiliates.

Privacy Policy

The various network management tools and techniques utilized by Provider do not monitor, inspect or store the network activity and traffic of its Internet service users. Further, as part of its network management practices, Provider does not distribute information on network activity and/or traffic to any third party, or use network traffic information for any non-network management purpose.

Provider affords full access to all lawful content, services and applications available on the Internet and does not routinely monitor, inspect or store the network activity and traffic of its Internet service users. However, Provider reserves the right to monitor bandwidth, usage, transmissions and content for purposes of protecting the integrity of the network and Provider's Internet access service through reasonable network management practices.

Provider may collect equipment information to identify the equipment customer is using on the network, including, but not limited to: equipment type, serial number, settings, configuration and software. Provider may also collect performance information to examine the operation of the equipment, services and applications the customer may use on the network, including, but not limited to: IP addresses, URLs, data transmission rates and latencies, location information, security characteristics, and information about the

amount of bandwidth and other network resources customer is using in connections with uploading, downloading or streaming data to and from the Internet.

Network traffic, activity, performance information, and equipment information monitored or collected by Provider is done so for the sole purpose of reasonable network management purposes.

Provider is required to comply with relevant laws, regulations and judicial orders. Information covered under this Privacy Policy, as well as other categories of information, may be disclosed to third parties if Provider determines, in its sole discretion, that such a disclosure is necessary or required and in a manner allowable by law. Provider may also disclose this information if, in its sole discretion, such a disclosure is necessary or required to protect our interests or the interests of our customers. Provider may also disclose this information in connection with the sale of our business.

The Provider's network management practices as discussed herein are intended solely to provide the best online experience possible for all of Provider's customers by safeguarding our network and its users from spam, viruses, phishing, and other unwanted or harmful online content and activities. Provider's network management practices are not intended, nor implemented, to block consumers from accessing the content and applications of their choice, deprive consumers of their entitlement to competition, or discriminate against or in favor of certain network traffic. End users with questions, concerns or complaints regarding Provider's network management practices are encouraged to contact Provider for issue resolution.

Contact Us

If you have any questions regarding Provider's Network Management Practices Policy or would like to file a complaint with Provider regarding its network management practices, please contact Provider at:

1-855-3-FREE-TNT

Further, if you believe that Provider is in violation of the FCC's Open Internet Rules, you may file either an informal or formal complaint with the FCC at http://esupport.fcc.gov/complaints.htm

Additional Disclaimers

The Open Internet Rules, as adopted, and Provider's Network Management Practices Policy are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet access service providers and other service providers that are designed to curtail infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of providers, rights holders, and end users.

Furthermore, the Open Internet Rules, as adopted, and Provider's Network Management Practices Policy do not prohibit Provider from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

Exhibit D

Key Management Resumes

Bassam Abdallah, President

Mr. Abdallah is an alumnus of DePaul University where he earned a Bachelor's of Science Degree in Computer Science in 1983. Upon completion of his studies, he was employed for Isticharat as a Cobol Programmer within their IT Department. His responsibilities included coding, analysis and testing financial applications. He remained employed there until he decided to use his experience to gain employment with the California Judicial Council in 1989 as a programmer, responsible for the coding of applications used to track inventory and payroll until 1987. It was in 1998 when Mr. Abdallah decided to change career paths and enter into the Telecommunications field as Director, with Global Connections, where he served till 2008. Due to his education and extensive programming experience, Mr. Abdallah had supervised the in-house development of the company's software applications and has since been a vital part of the development in the functionality and operational departments required in the success of Global Connections. Throughout his career, he has proactively stayed abreast of continuous changes within the industry in order to be effective in his role as Director of Global Connections and as a Board Member of the NALA Organization. Also, his knowledge of the 1996 deregulation code and its impact on the Telecommunication industry has helped in effectively negotiating interconnection agreements with other ILECs that govern the relationship between those companies. He also served as the single point of contact between Global Connection and these ILECs so that the positive relationship built between those companies is maintained and continued to develop. Because of the increasing demand for implementing changes and remaining compliant with the various governing bodies involved within the Telecommunications industry, Mr. Abdallah has also continued to educate himself in the functions which relate to the networking aspects, including, but not limited to those regarding the workings of voice components, switches, common transport, loops and ports, etc. This knowledge is crucial in his ability to participate in the ATT User Group meetings which allows Global Connections, among other CLECs, discuss the problems and issues between Bellsouth and the CLECs community in order to improve productivity. These improvements encompass Mr. Abdallah to gain insight into the implementation of new products such as VOIP (voice over IP) technology, negotiate with different MVNO's the possibility of using their platforms to offer wireless services to potential customers. Mr. Abdallah was in charge of cost control and that was essential in Global Connection being profitable for eight successive years. Additionally, Mr. Abdallah has most recently served as a founding member and the Director of Operations for U.S. Connect, a wireless ETC with high growth rate and was intricate in the setup and management of U.S. Connect. It's through this dedication and thrives for success that has made Mr. Abdallah a valuable asset in this telecommunications industry.

Eric D. Fein, Esq., Vice-President

Mr. Fein has been involved in the telecommunications industry for the past three years in a managerial role and has served as legal counsel for various telecommunications companies. Also, Mr. Fein is the owner, founder, and managing partner of the Fein Law Firm, P.C. in Dallas, Texas and has been practicing law since his appointment to the New York Bar in February of 1980. Mr. Fein was appointed as an Administrative Law Judge in October, 1985 by the City of New York, Department of Transportation, and holds admissions to every court in the following states: Texas, New York, Illinois, and California. In addition, Mr. Fein has been admitted to the United States Supreme Court, The U.S. Court of Appeals- Fifth Circuit, The United States Court of Claims, and the United States District Court: Northern District and Eastern District of Texas, the Southern and Eastern Districts of New York, the Central District of California, and the Northern District of Illinois. Mr. Fein's 32-year legal career is extensive and covers the following practice areas: Telecommunications Law, Commercial Business Law, Business Contracts and Negotiations, Commercial Litigation, Telecommunications, Copyright and Trademarks, Collections, Insurance Disputes, Buy-Sell, Employment and Labor Law, Franchise, Corporate Law, Business Formation and Governance, Sports and Entertainment, Shareholder Disputes, Construction, Estate, Oil and Gas, Personal Injury, and Medical Malpractice. Mr. Fein received his B.A. in 1975 from the State University of New York at Buffalo, then continued his education and received his Juris Doctor from Capital University Law School in Columbus, Ohio in 1978.

David F. Martin, Secretary

Mr. Martin's strengths and successes lie in the implementation of productivity enhancement systems via his keen ability to examine business process analysis and improvements. Mr. Martin has had his foot in the distribution, warehousing, inventory control, and logistics space since 1988, with a solid knowledge of the international environment and Foreign Trade Zones. He has served in a variety of operational and administrative positions in a diverse range of industries. His titles have included Global Logistics Manager, Operations Manager, Distribution Center General Manager, Director of Operations, Warehouse Manager, Inventory Control Manager, and Purchasing Manager. Throughout his 24-year and counting career, Mr. Martin has consistently decreased departmental and company loss, increased profitability, and improved efficiency and productivity. Mr. Martin has also led a successful career as a consultant due to his ability to quickly examine business processes and engineer new business strategies and models to increase operational efficiency within organizations while maintaining a .resilient focus on day-to-day operations. Most recently, Mr. Martin has held the position of Chief Operations officer for U.S. Connect, and through his management and operational skills, assisted the company's growth from zero to approximately 80,000 customers through distribution is less than a year. Mr. Martin is a graduate of the University of Texas at Arlington, and has his B.S. in Business Administration with a Pre-Law and Accounting focus.

Bryan D. Bulloch, CPA, Treasurer

Mr. Bulloch's strengths and successes grow from being an officer and shareholder of Bulloch, Dupertuis, Schulman, Seger & Co., PC for over 12 years. He is a CPA and as an officer and shareholder, Mr. Bulloch has helped grow the company and service clients who have annual revenue of up $45,000,000. He has a Bachelor's of Business Administration and a Master's Degree in Taxation. Mr. Bulloch has helped to build an advertising and multi-media company from 25 employees to over 400 employees, and has expanded into 15 major markets internationally. Mr. Bulloch has served as tax director, tax manager, and tax staff in numerous companies and has assisted in growing these clients into international million dollar companies. He has multiple degrees in Business and Accounting from Baylor University of Waco, Texas.

Exhibit E

Proposed Lifeline Rate Plans

All TNT Wireless Lifeline plans include the following:

- Free calls to 911 emergency services and Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail

1. **Lifeline Unlimited Plan** – Unlimited Anytime Minutes

Retail cost	$45.00
Lifeline discount	- $9.25
Net cost to Lifeline customer	**$35.75**

- Free phone
- Pre-paid
- No credit check, no deposit, no contract required
- Minutes do not rollover
- 1 incoming or outgoing text = 1 minute of voice

2. **Lifeline 150 Minute Plan** – 150 Anytime Minutes

Retail cost	$15.00
Lifeline discount	- $9.25
Net cost to Lifeline customer	**$5.75***

- Free phone
- *Post-paid (Electronic billing at no additional charge; Paper billing incurs an additional charge of $2.00 per month)
- No credit check, no deposit, 6-month contract required
- Minutes do not rollover
- 1 incoming or outgoing text = 1 minute of voice

3. **Lifeline Free 250 Minute Plan** – 250 Anytime Minutes

Retail cost	$9.25
Lifeline discount	-$9.25
Net cost to Lifeline customer	**$0 (free)**

- Phone must be purchased separately
- No credit check, no deposit, no contract required
- Minutes do not rollover
- 1 incoming or outgoing text = 1 minute of voice

4. **Lifeline Free 100 Minute Plan** – 100 Anytime Minutes

Retail cost	$9.25
Lifeline discount	-$9.25
Net cost to Lifeline customer	**$0 (free)**

- Free Phone
- No credit check, no deposit, no contract required
- Minutes do not rollover
- 3 incoming or outgoing texts = 1 minute of voice

Additional Minutes

35 Anytime Additional Minutes	$5.00
75 Anytime Additional Minutes	$10.00
160 Anytime Additional Minutes	$20.00