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September 4, 2012

VIA ECFS

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

Re: Linkup Telecom, Inc.
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 Linkup Telecom, Inc.'s Revised Compliance Plan, which replaces in its entirety Linkup Telecom, Inc.'s original Compliance Plan filed April 6, 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/ KASEY CHOW

Kasey Chow
Associate to Lance J.M. Steinhart
Attorney for Linkup Telecom, Inc.

Attachments
cc: Robert Williams

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

In the Matter of the	)	
	)	
Telecommunications Carriers Eligible for Universal Service Support	)	WC Docket No. 09-197
	)	
Lifeline and Link Up Reform and Modernization	)	WC Docket No. 11-42
	)	
Blanket Forbearance Compliance Plan	)	

LINKUP TELECOM, INC.'S REVISED COMPLIANCE PLAN

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September 4, 2012

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LINKUP TELECOM, INC.'S REVISED COMPLIANCE PLAN

I. INTRODUCTION

Linkup Telecom, Inc. ("Linkup Telecom" or the "Company") is a 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] Linkup Telecom 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 Linkup Telecom's original Compliance Plan filed on April 6, 2012. Given the economic environment that is forcing many

[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 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.

low-income customers to forego wireless service, Linkup Telecom respectfully requests expeditious approval of this plan so that the Company may quickly deploy much-needed Lifeline services to qualified low-income customers.

II. BACKGROUND

Linkup Telecom provides wireline or wireless service in five states. Linkup Telecom currently offers its wireline Lifeline service in Florida, Kentucky and North Carolina and its wireless Lifeline service in Maryland and West Virginia, with all ETC designations received and services initiated prior to December 29, 2011. To date, the Company has approximately 200 wireline customers and approximately 22,000 wireless customers.

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.

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

III. LINKUP TELECOM WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

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

A. Access to 911 and E911 Services

In the *Order*, the Commission requires Linkup Telecom to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.[4] The Commission and consumers are hereby assured that all Linkup Telecom 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 Linkup Telecom 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 Linkup Telecom providing only E911-compliant handsets to its Lifeline customers.[5] Linkup Telecom will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Linkup Telecom customer does not have an E911-compliant handset, the Company will replace it with a new 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

Linkup Telecom 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

[4] *See Order* at ¶ 373.
[5] *See id*.

administrator is responsible for the initial determination and annual recertification of consumer eligibility, Linkup Telecom will rely on the state identification or database.[6] In instances where Linkup Telecom is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

Linkup Telecom 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."[7] Upon receiving an application for Lifeline support, Linkup Telecom 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. Linkup Telecom 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 Linkup Telecom determines that an individual at the applicant's address is currently receiving Lifeline-supported service, Linkup Telecom 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, Linkup Telecom 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

[6] *See Order* at ¶ 98.
[7] *See Order* at ¶ 74.

for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).[8] Linkup Telecom will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,[9] Linkup Telecom 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).[10] Linkup Telecom will inquire on its certification forms whether or not the applicant's address is a temporary one.[11] If it is, Linkup Telecom will notify the consumer that 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 Linkup Telecom's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program. Also on its certification forms, Linkup Telecom will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.[12] If the subscriber has moved, Linkup Telecom will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.[13]

As detailed below, Linkup Telecom'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.

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[8] *See Order* at ¶ 78.
[9] *See* Exhibit A. The draft form remains subject to change, but substantially reflects the content of the Company's application.
[10] *See Order* at ¶ 85.
[11] *See Order* at ¶ 89.
[12] *See Order* at ¶ 85.
[13] *See id.*

2. Initial and Annual Certification

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Linkup Telecom's application form will identify that it is a "Lifeline" application. Linkup Telecom 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.

Linkup Telecom'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. Linkup Telecom'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.

Linkup Telecom 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.[14]

The Company will primarily enroll Lifeline applicants in person at community events. When a prospective customer applies at the event, Company 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 Linkup Telecom or any other CGM client. In cases where an eligibility database exists, the field agent, if able to do so remotely at the event, will query the database, or will contact the Company's internal group dedicated to verifying eligibility who will query the database and either approve or deny the applicant. 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. Linkup Telecom's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel in order to record information about the specific documentation reviewed as part of the eligibility verification process. Eligibility documents are returned to the customer after review. Finally, Linkup Telecom personnel will verbally explain the certifications to consumers before they initial the required disclosures and sign the application. 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 instances where eligibility databases cannot be accessed in real-time, Linkup Telecom will mail the phone to the customer once verification of eligibility is complete. The customer's phone and Lifeline account is then activated upon the customer's personal authorization and actual use of the phone.

[14] *See Order* at ¶ 168.

With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. Company personnel will obtain applicants' verbal confirmation of each required certification. The Company then has the information needed to qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, Linkup Telecom is able to complete the eligibility verification process and deliver non-activated phones to eligible customers by mail. The eligible customer must activate his/her phone by personal authorization and actual use of the phone.

When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. Linkup Telecom will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.[15] The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, Linkup Telecom is able to complete the eligibility verification process and deliver non-activated phones to eligible customers by mail. Eligible customers must activate their phones and Lifeline accounts by personal authorization and actual use of the phones.

Linkup Telecom 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, Linkup Telecom will check the eligibility of low-income consumers first by accessing state or federal social services electronic

[15] *See Order* at ¶ 123.

eligibility databases, where available.[16] If a database is used to establish eligibility, Linkup Telecom will not require documentation of the consumer's participation in a qualifying federal program; instead, Linkup Telecom or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.[17] 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 Linkup Telecom to check electronic databases for eligibility, Linkup Telecom will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.[18] Linkup Telecom 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.[19] Linkup Telecom understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases Linkup Telecom remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.[20]

Linkup Telecom 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

[16] *See Order* at ¶ 97.
[17] *See Order* at ¶ 98.
[18] *See Order* at ¶ 99.
[19] *See Order* at ¶ 101.
[20] *See Order* at ¶ 110.

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

Linkup Telecom understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the Company may elect to perform this re-certification on a rolling basis throughout the year.[21] Inasmuch as the Company had Lifeline customers as of June 1, 2012, it will recertify all those customers by the end of 2012, whether wireless or wireline. Linkup Telecom will continue to 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 by the annual anniversary of their enrollment.[22] 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. Linkup Telecom will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Linkup Telecom 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.[23]

Alternatively, where a database containing consumer eligibility data is available, Linkup

[21] *See Order* at ¶ 130.
[22] *See id.*
[23] *See Order* at ¶ 132.

Telecom (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, Linkup Telecom will contact the subscriber every year during the annual certification process to obtain a valid address.[24] After 2012, Linkup Telecom 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.[25]

Linkup Telecom 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 Linkup Telecom's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

> (1) that the Company has procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and
>
> (2) that the Company is in compliance with all federal Lifeline certification procedures.[26]

D. Other Reforms to Eliminate Waste, Fraud and Abuse

Linkup Telecom 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,

[24] *See Order* at ¶ 131.
[25] *See Order* at ¶ 133.
[26] *See Order* at ¶ 126-27.

inadvertently or intentionally.

Linkup Telecom 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, Linkup Telecom ensures that it does not over-request from support funds.

As detailed in section III.C.2, Linkup Telecom first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, Linkup Telecom 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, Linkup Telecom verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, Linkup Telecom checks any available eligibility database. If one is not available, the applicant is required to provide proof of income or program participation. This prevents ineligible applicants from receiving the subsidy.

Linkup Telecom verifies the address of the applicant first via the applicant's government issued ID, and 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 Linkup Telecom or any other CGM client. 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

Linkup Telecom will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, Linkup Telecom 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.[27] Linkup Telecom will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.[28]

Furthermore, on its certification form, Linkup Telecom will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.[29]

Within 30 days following Commission notice that the database is capable of accepting queries, Linkup Telecom 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.[30]

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[27] *See Order* at ¶ 189.
[28] *See Order* at ¶ 190.
[29] *See Order*, Appendix C.
[30] *See Order* at ¶ 203.

2. Subscriber Usage

Linkup Telecom will not seek reimbursement from the USF for new subscribers until they have personally activated the service, by authorization and actual use of the service by the subscriber. Furthermore, Linkup Telecom will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.[31] Linkup Telecom will notify its subscribers at service initiation 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.[32] 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.[33] Furthermore, a third party contractor validates the Company's subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.[34] After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. Linkup Telecom 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.[35]

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[31] *See Order* at ¶ 257.
[32] *See id.*
[33] *See Order* at ¶ 261.
[34] CGM, LLC is currently the Company's third party contractor.
[35] *See Order* at ¶ 262. 911 transmissions will actually be performed by the Company's underlying facilities-based CMRS provider.

3. Marketing & Outreach

Linkup Telecom 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. Linkup Telecom intends to partner with various social organizations and community groups, such as low-income housing communities, and senior or assisted-living centers, to hold events whereby eligible consumers can learn about the Lifeline program and, if they so desire, apply for Linkup Telecom's service offerings.

Linkup Telecom will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service, including on its website:[36] (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service; and (4) Lifeline is a government benefit program. Linkup Telecom's website and printed collateral will explain the documentation necessary for enrollment, and the details of Linkup Telecom'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.[37] 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, Linkup Telecom will include the URL link for its website where disclosures will be listed. Additionally, Linkup

[36] See Exhibit B for sample advertisements. 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.
[37] *See Order* at ¶ 275.

Telecom will disclose the company name under which it does business.[38]

4. Audits

If Linkup Telecom draws $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, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess Linkup Telecom's overall compliance with the program's requirements.[39] Linkup Telecom will comply with applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.[40]

E. De-Enrollment

If at any time a Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company representatives will handle such elective de-enrollment requests. Lifeline customers simply call the Company's customer service number to de-enroll from the program and they can speak to a live operator. Furthermore, Linkup Telecom 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).[41]

If a customer does not respond to the Company's annual verification survey within 30 days, or if

[38] *See id.*
[39] *See Order* at ¶ 291.
[40] *See Order* at ¶ 294.
[41] *See Order* at ¶ 122.

Linkup Telecom 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), Linkup Telecom 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.[42] Similarly, Linkup Telecom will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.[43]

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,[44] Linkup Telecom 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. Linkup Telecom will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. Linkup Telecom 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. Linkup Telecom 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.[45]

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[42] *See id*. In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.
[43] *See Order* at ¶ 89.
[44] *See Order* at ¶ 214-16.
[45] *See Order* at ¶ 257.

F. Additional Rule Amendments

1. Terms and Conditions of Service

Linkup Telecom has attached as Exhibit C its Lifeline terms and conditions of service. The Company's Lifeline offering is summarized in section IV.C below. Terms and conditions are subject to change as needed, and the current version may be found at www.mylinkuptelecom.com.

2. Reporting Requirements

Linkup Telecom 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.[46]

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, Linkup Telecom will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.[47] Linkup Telecom will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement[48] and the Company will seek reimbursement for actual lines served, not projected lines.[49]

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[46] *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.
[47] *See Order* page 221.
[48] *See Order* at ¶ 128.
[49] *See Order* at ¶ 302.

4. Section 54.202 Certifications

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

IV. COMPANY INFORMATION

Linkup Telecom was incorporated under the laws of the State of Florida in February 2009. Linkup Telecom was acquired in March 2012 by its current owner and its current principal offices are located at One Lincoln Centre, 18W140 Butterfield Road, Oakbrook Terrace, Illinois 60181. Linkup Telecom provides prepaid 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 Linkup Telecom. Linkup Telecom will obtain from Sprint, via Telecom Service Bureau, Inc. ("TSB"), the network infrastructure and transmission facilities to allow Linkup Telecom to operate as a Mobile Virtual Network Operator ("MVNO").

Linkup Telecom has been providing both wireline and wireless service for over 3 years. Linkup Telecom currently offers its wireline Lifeline service in Florida, Kentucky and North Carolina and its wireless Lifeline service in Maryland and West Virginia. Linkup Telecom was designated as an ETC in Florida on September 30, 2009 (for wireline service), in Kentucky on February 8, 2011 (for wireline service), in North Carolina on July 12, 2010 (for wireline service), in Maryland on March 9, 2011 (for wireless service), and in West Virginia on May 19, 2011 (for wireless service). To date, the Company has approximately 200 wireline customers and approximately 22,000 wireless customers. The Company is committed to providing excellent

customer service, pertinent products and services, and efficient operations. Linkup Telecom strives to be an innovative provider of quality products and services to low income households via government sponsored programs.

A. Names and Identifiers

The Company's legal name is LINKUP TELECOM, INC. Linkup Telecom does not have any holding companies or operating companies. The Company identifies itself as "Linkup Telecom" on its marketing and advertising materials. The Company uses its best efforts to market as "Linkup Telecom" and not "Linkup" to avoid any confusion with the FCC's former Link-Up Program.

B. Financial and Technical Capability

Linkup Telecom is financially and technically capable of providing Lifeline-supported services.[50] Linkup Telecom has been in business for 3 years and provides service to both wireline and wireless Lifeline customers. In addition to revenue generated from Linkup Telecom's past and current operations, the Company is financially supported by investments of its key management.

Linkup Telecom has not been subject to enforcement action or ETC revocation proceedings in any state. The Company will continue to rely on its successful business model and service offerings to sustain and grow its business. Furthermore, the senior management of Linkup Telecom has experience in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.[51] In addition to Linkup Telecom's key management, the Company is supported by business partnerships with experts and support service providers in the telecommunications industry. Linkup Telecom has contracted with TSB to provide back office and regulatory compliance support; CGM to provide consulting and data

[50] *See Order* at ¶ 387.
[51] See Exhibit D for key management resumes.

analysis support; BeQuick to provide telecom systems solutions; Lance J.M. Steinhart, P.C. to provide consulting and legal support; and GSAssociates to provide tax compliance. Linkup Telecom will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

C. Lifeline Offering

Linkup Telecom 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. As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with the option to choose between two (2) Lifeline Plans[52] that best meets their needs:

1. Lifeline Plan 1: 250 Minutes. Under Lifeline Plan 1, eligible customers enjoy 250 anytime minutes. These minutes do not rollover and text messaging is not included.
2. Lifeline Plan 2: 100 Minutes. Under Lifeline Plan 2, eligible customers enjoy 100 anytime minutes that rollover for ninety (90) days. Text messaging is at the rate of one-third of one minute (3 texts = 1 minute).

Customers have the capability of purchasing additional bundles of minutes in denominations as low as $5, $10, $20, $30, and $50.[53] 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.mylinkuptelecom.com. In addition to free voice services, all of Linkup Telecom's Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. Linkup Telecom does not impose burdensome credit checks or long-term service contracts on its prepaid customers. Customers are not bound

[52] Linkup's Lifeline Plans may vary from state to state in accordance with state requirements or Tribal offerings; the two Lifeline plans outlined in this compliance plan are the offerings available in most states. Please see the Company's website (www.mylinkuptelecom.com) for more detailed information regarding plans available in each state.

[53] $5 = 60 minutes; $10 = 80 minutes; $20 = 400 minutes; $30 = 600 minutes; and $50 = 1,000 minutes.

by a local calling area requirement; all Linkup Telecom plans come with 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 Linkup Telecom Customer Service are also free. The terms and conditions of the Company's plans are attached as Exhibit C and can also be found at www.mylinkuptelecom.com.

V. CONCLUSION

Linkup Telecom submits that its 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, Linkup Telecom respectfully requests that the Commission expeditiously approve its Revised Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

Linkup Telecom, Inc.

/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 September 4, 2012

Exhibit A

Sample Lifeline Certification Form

Wireless Lifeline Service Application and Certification

MD

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Linkup Telecom's (the "Company's") Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

❑ **By checking this box, I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

Customer Application Information:

First Name Middle Initial	Last Name	Date of Birth (MM/DD/YY)
		/ /

Residential Address w/ street name & Apt Number **(PO Box cannot be accepted)**	**City / State / Zip Code**
Billing Address (if different from Residential Address) **(P.O. Box IS sufficient)**	**City / State / Zip Code**
❑ Residential Address is **Permanent** **(Must Choose One)** ❑ Residential Address is **Temporary**	❑ Service Is New (Choose One) ❑ Service Is Conversion

Social Security Number or Tribal Number	Home Telephone / Contact Number	Email Address
- -	( ) -	

Would you like to receive texts or emails from our company about new service offerings or promotions?

❑ **Yes** ☐ **No** This information will be for company use only, & will not be shared with a third party company or organization.

ELIGIBILITY REQUIREMENTS:

Number of persons in Household _____

Do you or any member of your household currently receive Lifeline assistance at the above address? ☐ **YES** ☐ **NO**

I hereby certify that I currently participate in at least one the following public assistance programs (Check One):

- ❑ Supplemental Nutrition Assistance Program (SNAP)
- ❑ Federal Public Housing Assistance Section 8 (FPHA)
- ❑ Medicaid (not Medicare)
- ❑ Supplemental Security Income (SSI)
- ❑ Temporary Disability Assistance Program (TDAP)
- ❑ Electrical Universal Service Program (EUSP)
- ❑ Public Assistance to Adults (PAA)
- ❑ Temporary Assistance for Needy Families (TANF)
- ❑ Low Income Home Energy Assistance Program (LIHEAP)
- ❑ National School Lunch Program's free lunch programs
- ❑ Income at or below 135% of Federal Poverty Guideline
- ❑ Temporary Cash Assistance (TCA)
- ❑ Medical Assistance (MA)
- ❑ Maryland Energy Assistance Program (MEAP)

ADDITIONAL CERTIFICATIONS:

Multiple households sharing and address:

❑ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling customer service. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

- ❑ **I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.**

Authorizations:

- ❑ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline eligibility database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

I hereby certify, under penalty of perjury, that:

- ❑ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ❑ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ❑ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ❑ The address listed below is my primary residence, not a second home or business
- ❑ If I move to a new address, I will provide that new address to the Company within 30 days
- ❑ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ❑ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ❑ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ❑ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature:	**Date:**

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility:

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

Applicant Account Number	Rep/Agent Signature

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Temporary Disability Assistance Program (TDAP)
- ☐ Electrical Universal Service Program (EUSP)
- ☐ Public Assistance to Adults (PAA)
- ☐ Temporary Cash Assistance (TCA)
- ☐ Medical Assistance (MA)
- ☐ Maryland Energy Assistance Program (MEAP)

List B - Choose 1:

- ☐ Program participation card/document (Last 4 Digits _____)
- ☐ Prior year's statement of benefits (Last 4 Digits _____)
- ☐ Notice letter of participation (Last 4 Digits _____)
- ☐ Other official document evidencing participation:
  Type: _____ Last 4 Digits _____

Exhibit B

Sample Advertisements

FREE Cell Phone & Minutes

NO CONTRACTS • NO CREDIT CHECK • NO FEES

You may qualify for the Link Up Telecom Lifeline Program if you participate in programs like Food Stamps and Medicaid. For additional eligibility programs and to get your phone FASTER go to www.MyLinkupTelecom.com NOW!

Link Up Telecom, Inc. • 877-583-0956 •
www.MyLinkupTelecom.com

FREE Cell Phone & Minutes

NO CONTRACTS • NO CREDIT CHECK • NO FEES

Introducing the Link Up Telecom Lifeline Program

Receive a free cell phone and 250 free minutes if you qualify for the Lifeline government assistance program. You are eligible if you participate in any of the following Public Assistance Programs.

- Federal Public Housing Assistance / Section 8
- Supplemental Nutrition Assistance Program (SNAP)
- Temporary Disability Assistance Program (TDAP)
- Low Income Home Energy Assistance Program (LIHEAP)
- Temporary Disability Assistance Program (TDAP)
- Maryland Energy Assistance Program (MEAP)
- Temporary Assistance for Needy Families (TANF)
- Income at or below 135% of Federal Poverty Guidelines
- Temporary Cash Assistance (TCA)
- Medicaid (not Medicare)
- Medical Assistance (MA)
- Public Assistance to Adults (PAA)
- Supplemental Security Income (SSI)
- National School Lunch (free program only)
- Electric Universal Service Program (EUSP)

Proof of income or program participation is required

Your package plan comes with 250 anytime minutes that update each month on the customer activation date, as well as VOICEMAIL, CALLER ID and CALL WAITING at no additional cost. Check your minutes anytime or add additional minutes by calling our customer service number or 611.

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts, you may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Lifeline is a government assistance program that is only available for one phone per household by law. Consumers who will fully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Only eligible consumers may enroll in the program. Lifeline service is non-transferable.

The eligible telecommunications carrier is Link Up Telecom, Inc. Service is currently available in the state of Maryland.

Link Up Telecom, Inc. • 877-583-0956 •
www.MyLinkupTelecom.com

NO CONTRACT - NO CREDIT CHECK - NO FEES

FREE CELL PHONE & 250 FREE MINUTES!

Link Up Telecom Lifeline Program

Your package plan comes with 250 anytime minutes that update each month on the customer activation date, as well as VOICEMAIL, CALLER ID and CALL WAITING at no additional cost.

Receive a free cell phone and 250 free minutes if you qualify for the Lifeline government assistance program. You are eligible if you receive any of the following Assistance:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Low-Income Home Energy Assistance Program (LIHEAP)
- National School Free Lunch Program
- Temporary Assistance to Needy Families (TANF)
- Federal Public Housing Assistance or Section 8
- Temporary Cash Assistance (TCA)
- Medical Assistance (MA)
- Public Assistance to Adults (PAA)
- Temporary Disability Assistance Program (TDAP)
- Maryland Energy Assistance Program (MEAP)
- Electric Universal Service Program (EUSP)

Income at or below 135% of Federal Poverty Guidelines * * * * Proof of Income or Program Participation Required

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Lifeline is a government assistance program that is only available for one phone per household by law. 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. Only eligible consumers may enroll in the program.

Lifeline service is non-transferable.

Service available in Maryland

Link Up Telecom, Inc. • 877-583-0956 • www.MyLinkupTelecom.com

Exhibit C

Lifeline Terms and Conditions

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Linkup Telecom, Inc. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Linkup Telecom, Inc. reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Linkup Telecom, Inc. website found at www.MyLinkupTelecom.com.

By purchasing or activating your Linkup Telecom, Inc. ("Linkup Telecom") handset or using any Linkup Telecom service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. **ACTIVATING AND USING YOUR LINKUP TELECOM COMMUNICATIONS SERVICE/TELEPHONE NUMBER.**
   A Linkup Telecom handset should arrive to you in an activated or "hotlined" status. Activation may require a call to 611 to complete full activation. A Linkup Telecom telephone number is assigned to your Linkup Telecom handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. This number is "owned" by the underlying carrier and ownership will remain with the underlying carrier during time of service. This number can be ported to any carrier of choice as long as number remains active throughout the completion of the port. Should number be disconnected for any reason it is immediately released to the underlying carrier network and is unable to be re-attained by Linkup Telecom, even upon customer request and immediate reactivation by the company. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Linkup Telecom Your handset can only be used through Linkup Telecom, and cannot be activated with any other wireless or cellular service, except where allowable by law. Linkup Telecom services are provided at Linkup Telecom' discretion.

2. **AIRTIME RATES**
   Linkup Telecom airtime is issued in unit increments. Units are deducted from the Linkup Telecom handset in the following manner all calls are charged at a rate of one (1) unit per minute. All other phone models, calls are charged at a rate of one (1) unit per minute.

3. **TEXT MESSAGING**
   The current rates to send or receive a text message to another person's phone using your Linkup Telecom are three (3) texts per one voice minute. Linkup Telecom reserves the right to amend this rate by updating these terms and conditions and posting them on Linkup Telecom website.

   Please note that Linkup Telecom services do not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Linkup Telecom Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a Linkup Telecom authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by Linkup Telecom), whether you incur charges as deductions from your handset or from your credit card, are not refundable.

4. **INTERNATIONAL CALLS**
   Currently, the International call feature is blocked by Linkup Telecom and their underlying carrier. In the event you successfully access an International Long Distance number, additional charges will incur at the following rates:

Guam, Puerto Rico & US Virgin Islands	$0.10
Canada	$0.10
Mexico	$1.45
All other countries (except Guam, Puerto Rico & US Virgin Islands)	$1.28

   Any charges you incur as a result of attempts to access this feature from a Linkup Telecom handset is non-refundable. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and may apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Linkup Telecom will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Linkup Telecom handset when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

5. ADDING ADDITIONAL AIRTIME

Your Linkup Telecom handset will only operate when you have airtime minutes/units available on the handset. **(This does not apply to 911 calls. These calls will go through on any handset regardless of activity and the availability of airtime minutes.)** Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add airtime to your handset. Linkup Telecom airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

6. AIRTIME PLANS

From time to time, Linkup Telecom may offer various plans. Currently, Linkup Telecom Value Plans which allows you to automatically purchase certain airtime denominations on a regular monthly basis. All airtime plans are governed by these Terms and Conditions and the applicable airtime plan's Terms and Conditions which are also available at www.MyLinkupTelecom.com.

7. ROLLOVER

The monthly minute packages will rollover month to month for ninety (90) days. Minutes will expire on the ninety-first (91st) day. Minutes purchased as additional airtime packages will be good for thirty (30) days from the date of purchase, expiring on the 31st day. Minutes purchased as additional airtime packages, with a thirty (30) day expiration, will be used before any rollover minutes are used, so that minutes that will expire first are used first. Rollover policy is subject to change.

Additional minutes offered by Linkup Telecom can be purchased as follows:

If activated through March 2012, additional minutes can be purchased as follows:

PLAN	MINUTES	CUSTOMER COST	ADDITIONAL INFORMATION
1	100	**FREE** (Every Month)	90-days; 3:1 texting
PURCHASE ADDITIONAL MINUTES			
2	60	**$5.00**	No Rollover; 3:1 texting
3	80	**$10.00**	No Rollover; 3:1 texting
4	400	**$ 20.00**	No Rollover; 3:1 texting
5	600	**$ 30.00**	No Rollover; 3:1 texting
6	1,000	**$ 50.00**	No Rollover; 3:1 texting

If activated after April 1, 2012, additional minutes offered by Linkup Telecom can be purchased as follows:

PLAN	MINUTES	CUSTOMER COST	ADDITIONAL INFORMATION
1	250	**FREE** (Every Month)	No Rollover-No Texting
2	100	**FREE** (Every Month)	90-days Rollover; 3:1 Texting
PURCHASE ADDITIONAL MINUTES AT THE FOLLOWING RATE			
2	60	**$5.00**	No Rollover; 3:1 texting
3	80	**$10.00**	No Rollover; 3:1 texting
4	400	**$ 20.00**	No Rollover; 3:1 texting
5	600	**$ 30.00**	No Rollover; 3:1 texting
6	1,000	**$ 50.00**	No Rollover; 3:1 texting

In the event of any modification that increases the charges, you will receive 30 days' notice prior to being charged the new rate. Additional minute purchases may not be combined with any other discount or promotion.

8. SHIPPING

Linkup Telecom handsets will be available at events, store-fronts, and online at www.MyLinkupTelecom.com. In the event a handset needs to be shipped to the user, it is the user's responsibility to provide an accurate shipping address to ensure receipt of goods. All orders are shipped at the earliest convenience of the company, and should be expected to be received by the user within 10 business days. All shipping charges will be covered by Linkup Telecom under most conditions. In the event a handset is returned for repair or replacement, if the damage is found to be by user error or abuse, user will be responsible for shipping costs to return the handset to the user.

9. ADDITONAL SURCHARGES

Currently, call forwarding and roaming features are blocked by Linkup Telecom and their underlying carrier. If you successfully access these features (not authorized by Linkup Telecom), you will incur additional charges at the following rates:

Call Forwarding	$0.05 per call
Roaming	$0.25 per minute

Any charges you may incur as a result of any attempts to access these features from your Linkup Telecom handset are non-refundable.

10. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your Linkup Telecom service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, and calls to access your voice mail (airtime minutes will be deducted for each call separately). Airtime for Three-Way calls may be deducted at twice the incremental rate. Airtime minutes are NOT deducted for calls to 911, 611, or the 800# for Linkup Telecom Customer Service. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. (Although this is unlikely to occur, Linkup Telecom is not able to dispute these charges and cannot refund for deducted minutes on an incomplete or busy no-answer call.) Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

11. EMERGENCY CALLS

If you are in an area where your Linkup Telecom handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Linkup Telecom handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

12. UNAUTHORIZED USAGE; TAMPERING

The Linkup Telecom handset is exclusively for use by you, the end consumer, with the prepaid wireless service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Linkup Telecom handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with Linkup Telecom You agree not to unlock, re-flash, tamper with or alter your Linkup Telecom handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Linkup Telecom handset or the Service, or assist others in such acts, or to sell and/or export Linkup Telecom handsets outside of the United States. These acts violate Linkup Telecom rights and state and federal laws. Improper, illegal or unauthorized use of your Linkup Telecom handset is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Linkup Telecom will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use shall entitle Linkup Telecom to recover liquidated damages from you in an amount not less than $5,000 per handset purchased, sold, acquired or used in violation of this agreement.

13. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Linkup Telecom reserves the right to substitute and/or replace any Linkup Telecom equipment (including handsets) with other Linkup Telecom equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular handset may not be available on your Linkup Telecom handset and does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Linkup Telecom nor any Carrier shall have any liability for Service failures, outages or limitations of Service.

14. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Model and color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

15. WARRANTY

A new and/or reconditioned Linkup Telecom handset and accessories are covered by a limited 90-day warranty. **Exclusions and Conditions** This warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Linkup Telecom does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

16. DISCLAIMER OF WARRANTIES

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

17. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution. In regards to a Lifeline subsidized service, should it be determined that eligibility of the program no longer exists service may be moved to a Non-Lifeline plan, requiring monthly payment for the same or similar minute package.

18. Linkup Telecom reserves the right to terminate service if it is determined that eligibility was awarded based off of inaccurate or fraudulent information, if the subscriber is non-responsive to requests for information, including requests for proof of eligibility, or if company determines a need to eliminate possible fraud/waste/and abuse of the Lifeline program. Service with no usage for longer than 60 days will lead to attempts to notify the customer through text, letter, or calls to the customer. If customer remains unresponsive to company attempts at contact, service will be moved to a non-lifeline plan, requiring full monthly payment. **Linkup Telecom reserves the right to disconnect the service in its entirety.**

19. LIMITATION OF LIABILITY

Linkup Telecom will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost 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 Services. Linkup Telecom will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

20. INDEMNIFICATION

You agree to indemnify and hold harmless Linkup Telecom from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a Linkup Telecom handset Linkup Telecom services whether based in contract, regardless of the form of action.

21. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR LINKUP TELECOM DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF LINKUP TELECOM'S AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with Linkup Telecom, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Linkup Telecom from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your Linkup Telecom device, the Service and/or PIN numbers in state or federal court. References to you and Linkup Telecom include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Linkup Telecom by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and Linkup Telecom agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Linkup Telecom agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Linkup Telecom Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Linkup Telecom and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, Linkup Telecom and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Linkup Telecom shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

22. PRIVACY POLICY

Linkup Telecom will not provide your number to any Third Party advertising agency except where authorized by the customer. Linkup Telecom will provide your number, and any other pertinent information requested, to any law enforcement agency or officer upon request or subpoena, and to the FCC and/or USAC where Lifeline Services are in use. Linkup Telecom takes CPNI very seriously and takes multiple steps to avoid any perceived violation of Customer Proprietary Information. To view the Linkup Telecom Privacy Policy reference Linkup Telecom' website found at www.MyLinkupTelecom.com.

Exhibit D

Key Management Resumes

Robert L. Williams Jr.

Robert L. Williams Jr. is a successful business leader both in the corporate world as well as in various entrepreneurial endeavors. Robert graduated from Purdue University with a BS in Interdisciplinary Engineering and began his corporate career with ASC Services (a spin-off of Illinois Bell, now AT&T) as a Project Manager/Design Engineer. In a pursuit of higher management opportunities, Robert left ASC Services and took a management position with Ford Motor Company. While working for Ford, Robert received a Master's of Science degree in Manufacturing/Operations Management from Kettering University. For the next several years Robert held positions as a Business Process Consultant (VWR International, a Merck company) and as an Enterprise Continuous Improvement Consultant (United Airlines). Robert held a key senior role as Director of Operations for British Petroleum's global shared business service center that involved strategic planning, cost reduction management, project management, marketing, and staff development for over 130 employees.

Robert's entrepreneurial achievements include founding a real estate investment group that managed and funded several real estate development projects, building a property maintenance business that served several residential and commercial clients throughout the state of Illinois, and founding a marketing company that focuses on supporting low-income programs through the distribution of goods and services. Most recently, in 2012, Robert acquired Linkup Telecom, Inc. and is currently developing the corporate culture and infrastructure. He is involved with the company's day-to-day operations and his responsibilities include: business planning, acquisition of new capitol, and oversees marketing, accounting, and HR departments to ensure efficient and effective use of all resources.

Robert holds certifications as a Lean Six Sigma Master Black Belt and a Project Management Professional.

Exhibit E

Proposed Lifeline Rate Plans

Lifeline Plan1
250 Anytime Minutes
Net cost to Lifeline customer - $0 (free)

- No rollover
- No Texting
- Free handset
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Lifeline Plan 2
100 Anytime Minutes
Net cost to Lifeline customer - $0 (free)

- 90 days rollover
- 3 texts per 1 minute of voice
- Free handset
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Additional Minutes

60 Anytime Additional Minutes	$5.00
80 Anytime Additional Minutes	$10.00
400 Anytime Additional Minutes	$20.00
600 Anytime Additional Minutes	$30.00
1,000 Anytime Additional Minutes	$50.00