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October 4, 2012

VIA ECFS

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

Re: FLATEL Wireless, Inc. dba ZING PCS
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 FLATEL Wireless, Inc.'s Compliance Plan (WC Docket No. 09-197 and WC Docket No. 11-42).

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
Lance J.M. Steinhart, P.C.
Attorneys for FLATEL Wireless, Inc.

Attachments

cc: Adriana Solar

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

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

FLATEL WIRELESS, INC.'S COMPLIANCE PLAN

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FLATEL WIRELESS, INC.’S COMPLIANCE PLAN

I. INTRODUCTION

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

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*”).

outlined in the *Order*.² Given the severe economic environment that is forcing many low-income customers to forego wireless service, Flatel 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

Flatel Wireless is a new company, incorporated in the state of Florida on July 7, 2011. Its principal office is located at 2300 Palm Beach Lakes Blvd., Suite 100, West Palm Beach, FL 33409. The Company recently launched its retail wireless services and currently has retail wireless customers in Florida. The Company has approximately 40 customers. The Company is not designated as an ETC in any state.

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

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

³ See *Order* at ¶¶ 368, 373 and 379.

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. FLATEL WIRELESS WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

Flatel 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 prepaid wireless service to customers throughout the United States.⁴

A. Access to 911 and E911 Services

In the *Order*, the Commission requires Flatel 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 Flatel 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 Flatel 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 Flatel Wireless providing only E911-compliant handsets to its Lifeline customers.⁶ Flatel 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 Flatel 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

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

⁵ See *Order* at ¶ 373.

⁶ See *id.*

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

Flatel 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, Flatel Wireless will rely on the state identification or database.⁷ In instances where Flatel Wireless 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

Flatel 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, Flatel Wireless will check the National Lifeline Accountability Database (“NLAD”), once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. Flatel 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 Flatel Wireless determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, Flatel 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,

⁷ See *Order* at ¶ 98.

⁸ See *Order* at ¶ 74.

Flatel 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 Flatel 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.

On its certification forms, a draft sample of which is attached,¹⁰ Flatel 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 Flatel 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, Flatel 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 Flatel Wireless's attempt to

⁹ See *Order* at ¶ 78.

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

¹¹ See *Order* at ¶ 85.

¹² See *Order* at ¶ 89.

verify the temporary address, he or she will be de-enrolled from the Lifeline program.¹³ Also on its certification forms, Flatel 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, Flatel Wireless will update the NLAD, once in place, with the information within 10 business days of receipt of the information.¹⁵

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

Flatel 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. Flatel 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:

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.*

- (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.

Flatel 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 Company events. These events include community events such as healthcare fairs, workforce fairs, and events held at local churches and outreach agencies. 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. The Company will check the National Lifeline Accountability Database, once it is available; until that time, the Company will 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 Flatel 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

¹⁶ See Order at ¶ 168.

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. Flatel 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, Flatel 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. Upon successful completion of the certification process, the customer is allowed to receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, Flatel Wireless will mail the phone to eligible customers once verification of eligibility is complete. The customer's account is then activated by calling Customer Service and confirming account information as well as the last 4 digits of the customer's social security number.

Flatel Wireless may also enroll customers at retail locations via agent network, in which case the protocol for signing up customers closely resembles the process at an event. Company personnel 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. Company personnel will obtain applicant's verbal confirmation of each required certification. If the applicant indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, personnel will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, 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). Flatel 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. Flatel 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 documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). Flatel 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.

Flatel 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

¹⁷ See Order at ¶ 123.

criteria. Prior to enrolling a new subscriber, Flatel 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, Flatel Wireless will not require documentation of the consumer's participation in a qualifying federal program; instead, Flatel Wireless or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.¹⁹ However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for Flatel Wireless to check electronic databases for eligibility, Flatel Wireless will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.²⁰ Flatel 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 Flatel Wireless understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases Flatel Wireless remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.²²

Flatel Wireless provides employees, agents, and representatives with training designed to give them an understanding of Lifeline program requirements and permit them to review customer

¹⁸ See Order at ¶ 97.

¹⁹ See Order at ¶ 98.

²⁰ See Order at ¶ 99.

²¹ See Order at ¶ 101.

²² See Order at ¶ 110.

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

3. Annual Re-Certification

Flatel Wireless understands that it must re-certify the eligibility of its entire Lifeline subscriber base annually and report the results to USAC, and the Company may elect to perform this re-certification on a rolling basis throughout the year.²³ Flatel Wireless will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.²⁴ The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. Flatel 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 Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Flatel Wireless understands that such certifications may be obtained through a written format, an IVR system, or a text message, and

²³ See *Order* at ¶ 130.

²⁴ See *id.*

will use one or more of such options for its certifications.²⁵

Alternatively, where a database containing consumer eligibility data is available, Flatel 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, Flatel Wireless will contact the subscriber every year during the annual certification process to obtain a valid address.²⁶ After 2012, Flatel 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.²⁷

Flatel 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 Flatel 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 procedures.²⁸

²⁵ See Order at ¶ 132.

²⁶ See Order at ¶ 131.

²⁷ See Order at ¶ 133.

²⁸ See Order at ¶ 126-27.

D. Other Reforms to Eliminate Waste, Fraud and Abuse

Flatel 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.

Flatel 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, Flatel Wireless ensures that it does not over-request from support funds.

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

from receiving the subsidy.

Flatel Wireless validates the applicant's address via a USPS/Melissa Database to ensure the address is correct. The Company will check the NLAD, once it is available; until that time, the Company will dip the name/address combination into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from Flatel 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 prompts the representative to detail the one-per-household rule with the applicant.

1. National Lifeline Accountability Database

Flatel Wireless will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, Flatel Wireless will provide to the NLAD subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.²⁹ Flatel Wireless will provide the information listed above for existing subscribers within 60 days of Commission notice that the NLAD is capable of accepting subscriber information.³⁰

Furthermore, on its certification form, Flatel 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

²⁹ See *Order* at ¶ 189.

³⁰ See *Order* at ¶ 190.

than one Lifeline benefit.³¹

Within 30 days following Commission notice that the NLAD is capable of accepting queries, Flatel Wireless will query the NLAD to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from the Fund.³²

2. Subscriber Usage

Flatel 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, Flatel Wireless will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.³³ Flatel 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.³⁴ 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.³⁵ Flatel Wireless utilizes tracking software to notify the customer if the customer has

³¹ See Order, Appendix C.

³² See Order at ¶ 203.

³³ See Order at ¶ 257.

³⁴ See *id.*

³⁵ See Order at ¶ 261.

not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates the Company's subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.³⁶ After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. Flatel 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.³⁷

3. Marketing & Outreach

Flatel 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. Flatel Wireless will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:³⁸ (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. Flatel Wireless's website and printed collateral will explain the documentation necessary for enrollment, and the details of Flatel 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

³⁶ CGM, LLC is currently the Company's third party contractor.

³⁷ See *Order* at ¶ 262. 911 transmission will actually be performed by the Company's underlying facilities-based CMRS provider.

³⁸ 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.

be punished by fine or imprisonment or can be barred from the program.³⁹ 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, Flatel Wireless will include the URL link for its website where disclosures will be listed. Additionally, Flatel Wireless will disclose the company name under which it does business.⁴⁰

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.⁴¹ Flatel 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.⁴²

E. De-Enrollment

If at any time a Flatel Wireless Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. Flatel Wireless Lifeline customers simply call the Company, via 611 or the toll-free customer service number, and they can speak to a live operator to de-enroll from Flatel

³⁹ See *Order* at ¶ 275.

⁴⁰ See *id.*

⁴¹ See *Order* at ¶ 291.

⁴² 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.

Wireless's Lifeline program. Flatel 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).⁴³

If a customer does not respond to the Company's annual verification survey within 30 days, or if Flatel 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), Flatel 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.⁴⁴ Similarly, Flatel Wireless will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.⁴⁵

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,⁴⁶ Flatel 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.

⁴³ See Order at ¶ 122.

⁴⁴ See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

⁴⁵ See Order at ¶ 89.

⁴⁶ See Order at ¶ 214-16.

Non-Usage. Flatel Wireless 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. Flatel 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. Flatel 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.⁴⁷

F. Additional Rule Amendments

1. Terms and Conditions of Service

Flatel 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.statelifeline.com. The terms and conditions of the Company's retail plans, as generally available to the public can be found at www.zingpcs.com.

2. Reporting Requirements

Flatel 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

⁴⁷ See Order at ¶ 257.

minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁴⁸

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, Flatel Wireless will comply with the requirements of C.F.R. § 54.407, as revised by the *Order*.⁴⁹ Flatel 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,⁵⁰ and the Company will seek reimbursement for actual lines served, not projected lines.⁵¹

4. Section 54.202 Certifications

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

IV. COMPANY INFORMATION

Flatel Wireless is a Florida corporation incorporated on July 7, 2011 with its principal office located at 2300 Palm Beach Lakes Blvd, Suite 100, West Palm Beach, FL 33409. Flatel Wireless will provide 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 Flatel Wireless. Flatel Wireless

⁴⁸ 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.

⁴⁹ See *Order* page 221.

⁵⁰ See *Order* at ¶ 128.

⁵¹ See *Order* at ¶ 302.

will obtain from Sprint the network infrastructure and transmission facilities to allow Flatel Wireless to operate as a Mobile Virtual Network Operator (“MVNO”).

Flatel Wireless currently provides retail wireless service in Florida. The Company has approximately 40 customers. At this time, Flatel Wireless intends to seek wireless ETC designations in the federal default jurisdictions: the states of Alabama, Connecticut, Delaware, Florida, New Hampshire, New York, North Carolina, Tennessee, and Virginia, and the District of Columbia.⁵²

A. Names and Identifiers

The Company’s legal name is FLATEL Wireless, Inc. It has a registered dba ZING PCS. The Company identifies itself as FLATEL Wireless, Flatel Wireless, or dba ZING PCS on its marketing and advertising materials.

Flatel Wireless’ affiliate Flatel, Inc. (“Flatel”) was incorporated in October 1997. Flatel is certified and provides retail wireline service in Florida, Kentucky, North Carolina, Oregon, South Carolina, and Washington. Flatel has wireline ETC designation and provides Lifeline wireline service in Florida. Flatel has approximately 800 total customers, consisting of 100 retail customers and 700 Lifeline customers.

B. Financial and Technical Capability

Flatel Wireless is financially and technically capable of providing Lifeline-supported services.⁵³ Flatel Wireless will not rely exclusively on USF disbursements to operate. Flatel Wireless will offer its wireless service to both Lifeline and non-Lifeline customers as sources of revenue. The Company has already begun retail wireless service in Florida. The Company will

⁵² The Company reserves the right to modify its intended list of jurisdictions in which it will seek wireless ETC designations.

⁵³ See Order at ¶ 387.

incorporate its affiliate's successful business model to sustain and grow its business, utilizing its affiliate's financial capability if needed. Flatel Wireless has not been subject to enforcement action or ETC revocation proceedings in any state. Furthermore, the senior management of Flatel Wireless has great depth in the telecommunications industry with over 40 years of combined experience and offers extensive telecommunications business technical and managerial expertise to the Company.⁵⁴ Flatel 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

Flatel 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.⁵⁵ As summarized in Exhibit E attached hereto, the Company's initial Lifeline offering will provide customers with its Lifeline Plan of 250 minutes.⁵⁶ Under this plan, eligible Lifeline customer will receive a free phone and enjoy 250 free anytime minutes. These minutes do not rollover and text messaging is at the rate of one minute (1 incoming or outgoing text = 1 minute of voice).

Customers have the capability of purchasing additional minutes in increments of 50 minutes, with each additional minute costing \$0.20 per minute.⁵⁷ Additional airtime can be purchased by calling or emailing Customer Service, at no decrement in minutes. In addition to free voice services, Flatel Wireless' Lifeline Plan will include the following custom calling features: Caller ID, Call Waiting, and Voicemail. Customers are not bound by a local calling area requirement; the

⁵⁴ See Exhibit D for key management resumes.

⁵⁵ 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.

⁵⁶ The Company may alter its Lifeline offering as necessary on a state-by-state basis, particularly as required by state public utility commissions.

⁵⁷ 50 minutes = \$10.00

Company's Lifeline Plan comes with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage on the Nationwide Sprint Network. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to Customer Service are also free. Flatel Wireless does not impose burdensome credit checks or long-term service contracts on its customers. Full terms and conditions of the Company's Lifeline program are attached as Exhibit C and can also be found at www.statelifeline.com.

V. **CONCLUSION**

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

Respectfully submitted,

FLATEL Wireless, 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 October 4, 2012

Exhibit A

Sample Lifeline Certification Form

Application for FREE Cell Phone Service

**FREE
CELL PHONE SERVICE**
Lifeline Assistance Program

**SERVICIO DE TELEFONO CELULAR
GRATIS**
Asistencias Telefonica Y la línea vital

**Cell Phone Sèvis
GRATIS**
Lifeline Assistance



Call Toll Free 1-85-LIFELINE or 1-888-777-6561

www.StateLifeline.com

Fax 1-877-593-9723 or email Lifeline@flatel.com



FREE Return Postage Paid Application - Just Fold & Return by Mail (must include proof of benefits)

Lifeline Service Application a Return With Proof

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in FLATEL Wireless Services' (the "Company") 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 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 Residential Address is Temporary (Must Choose One)

Social Security Number or Tribal Number Home Telephone / Contact Number Email Address

ELIGIBILITY REQUIREMENTS:

Number of persons in Household _____

Do you or any member of your household currently receive Lifeline assistance at the above address? No Yes

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

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guideline |
| <input type="checkbox"/> Federal Public Housing Assistance Section 8 (FPHA) | <input type="checkbox"/> Bureau of Indian Affairs (BIA) General Assistance |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Tribally Administered TANF (TATNF) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) | <input type="checkbox"/> Head Start (income-eligible only) (Tribal) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | <input type="checkbox"/> National School Lunch Program's free lunch programs |

If the beneficiary of the above program is different from the applicant, please state the name of person receiving the benefit:

I hereby certify that the recipient of the above government program lives in my household and does not receive Lifeline benefits from any other carrier.

Tribal eligibility:

I hereby certify that I reside on Federally-recognized Tribal lands.

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.

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

Applicants 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

Expiration Date of Proof Documents:

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
- Bureau of Indian Affairs General Assistance (BIA)
- Food Distribution Program on Indian Reservations (FDPIR)
- Tribally Administered TANF (TATNF)
- Head Start (meet income qualifying standards) (Tribal)

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 **Government Assisted** **Phone Service**



LIFELINE

ASSISTANCE PROGRAM

FLATEL Wireless LIFELINE ASSISTANCE PROGRAMS help make
telephone service affordable to those in need of assistance
YOU MUST SIGN UP TO BENEFIT



Eligibility Requires ONE of the following benefits

*Food Stamps / SNAP *Medicaid *Kids Eat Free School Lunch *NSLP

*LIHEAP *Public Housing Assistance / Section 8 *TCA/TANF *SSI

*Your household income is at or below 135% of the federal poverty guidelines

Sign up TODAY!

Please contact us at Lifeline@flatel.com or
1-85-LIFELINE (1-855-433-5463) to schedule
a Lifeline presentation at your facility

Only eligible consumers may enroll in the program

The program is limited to one benefit per household, consisting of either wireline or wireless service

Lifeline is a government benefit program

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

Exhibit C

Lifeline Terms and Conditions

FLATEL WIRELESS, INC. dba ZING PCS TERMS AND CONDITIONS OF SERVICE

Basic Definitions

In this document: (1) “we,” “us,” “our,” and “Zing PCS” mean FLATEL Wireless, Inc; (2) “you,” “your,” “customer,” and “user” mean an account holder or user with us; (3) “Device” means any phone, aircard, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) “Service” means our offers, rate or service plans, options, wireless services, billing services, applications, programs, products, or Devices on your account with us. “Service(s)” also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).

The Service Agreement

These Ts&Cs are part of your service agreement with us (the “Agreement”) and constitute a contract under which we provide you Services under terms and conditions that you accept. THIS CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION. In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the following: (i) the subscriber agreement or transaction materials that you sign or accept; (ii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding the plan charges and number of minutes included in your service plan); (iii) any confirmation materials that we may provide to you; and (iv) the terms set forth in the coverage map brochures. It is important that you carefully read all of the terms of the Agreement.

Additional Terms

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Zing PCS or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Zing PCS is not responsible for these third-party items and associated terms.

Our Policies

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

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. If you don’t want to accept the Agreement, don’t do any of these things.

Service Activation

To activate the Service, you must both activate your account and establish an appropriate account balance to pay for pay-per-use charges and applicable subscription charges (defined in the “Types of Charges” section) based on the service plan you select. To establish an account balance, pay a subscription charge, or make any other appropriate payments, follow the instructions provided with the equipment; at www.statelifeline.com; or through FLATEL Wireless Customer Care.

Our Right To Change The Agreement & Your Related Rights

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

Our Right To Suspend Or Terminate Services

Zing PCS is not required to provide you with any notification before suspending, restricting, or terminating your Service. If you promptly pay amounts that are overdue or cure any other breach of this Agreement, Zing PCS, in its sole discretion, may reconnect your Service after you have paid any reconnection fees we have imposed. In addition, you may terminate Service at any time by notifying us in writing at the address listed below in the "Notices" section. We may terminate or suspend your Service at any time and for any reason without liability. If you breach any portion of this Agreement (including failing to pay your Service Charges in full on time), we may suspend, terminate or restrict your Service. We can, without notice, restrict, suspend or end your Service or any agreement with you at any time for any reason, including, but not limited to:

- (a) failure to have or maintain an appropriate account balance for applicable charges;
- (b) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies;
- (c) breaching, failing to follow, or abusing the Agreement or Policies;
- (d) modifying a Device from its manufacturer specifications (for example, rooting the device); or
- (e) if we believe the action protects our interests, any customer’s interests, or our networks.

(f) use your Service for any purpose or in any way not permitted under this Agreement or for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency or engaging in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service;

(g) "spamming" or engaging in other abusive or unsolicited communications;

(h) steal from or lie to us;

(i) interfere with our operations;

(j) provide false, inaccurate, dated or unverifiable identification or credit information;

(k) use your Service or wireless device in a manner that is excessive, unusually burdensome, or unprofitable to us exceeding the industry average,

(l) use your service other than predominantly on our networks;

(m) use your web and data Service Plan other than predominantly for HTML/WAP browsing and multimedia streaming services provided by Zing PCS, its affiliates, authorized suppliers and licensees; or

(n) assist or facilitate anyone else in any of the above activities. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a

repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal; or (o) threaten, harass, abuse, offend or use vulgar and/or inappropriate language toward our representatives or any person whom they call using our Service; (p) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason; or if we have reason to believe that you are using our Service for any fraudulent, obscene, illegal, harassing, commercial or abusive purpose, such as for the transmission of or access to pornography or other services or materials that are obscene, cater to a prurient interest in sex, are patently offensive or are without redeeming social value, or if we believe the action protects our interests, any customer's interests or our network.

Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. We will not credit or refund any subscription or other charges as a result of a change in Services. We may—but are not obligated to—provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

Restrictions On Using Services

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

Your Device, Number, & Email Address; Caller ID

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

Porting/Transferring Phone Numbers

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

Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available at our authorized retail locations or www.zingpcs.com (retail wireless information) or www.statelifeline.com (lifeline wireless information). The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that—along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)—may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

Roaming

The term “roaming” typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.).

About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials (“Data Content”) or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. Zing PCS does not guarantee delivery of messages and reserves the right to change this offer as needed without notification. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place

restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Zing PCS may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

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

Software License

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

Activation & Miscellaneous Charges

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

Usage Charges

The types of charges that you incur will vary depending on the Service used and your service plan. You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you did not authorize its use. Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the sales transaction or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we

may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance.

Types of Charges

We typically assess the following types of charges: (1) “pay-per-use charges,” which are charges assessed each time a Service is used; (2) “subscription charges,” which are charges that allow you access to a Service or provide you a certain amount of use of a Service for a defined period of time. Subscription charges for Services end at 11:59 p.m., in the time zone in which your phone number is based, on the last day of your subscription period. Also, depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods; and (3) “download charges,” which are charges assessed when you download or access content, which we collect on behalf of ourselves or third-party content providers.

How We Calculate Your Charges

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press “Talk” or your Device connects to the network and stops when you press “End” or the network connection otherwise breaks. You’re charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won’t be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you’re charged from the time shortly before the Device starts ringing until you press “End” or the network connection otherwise breaks. You’re charged for the entire call based on the rate that applies to the time period in which the call starts. However, the types of charges actually deducted from your account balance will vary depending on your Service.

Data Usage: Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte (“KB”), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

Taxes & Government Fees

Depending on your Services, we may deduct from your account balance all federal, state, and local taxes, fees, and other assessments that we’re required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time

without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

Surcharges

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

Disputing Charges

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

About Account Balances

To ensure continued access to the Service, you must maintain a positive account balance at all times or pay any applicable subscription charges (depending on your service plan). Account balances are not transferable, redeemable for cash, or refundable; that is, once you make payment on your account, you are provided a credit on your account that can only be used to pay for our Services during the effective period, which varies depending on your service plan. Positive account balances are forfeited if they are not used within the effective period specified in your service plan (if you properly replenish your account balance during the effective period, the effective period restarts). If you do not use your account balance during the effective period, your account balance will expire and you will not be entitled to a refund or service credit. Your Service will be interrupted if you fail to maintain a positive account balance or timely pay applicable subscription charges for each effective period. When this service interruption occurs, you will be given a period of time (which varies depending on your service plan) to make any appropriate payments on your account. If you do not make such payments within this time period, your account will be cancelled. If your account is cancelled, you will lose any phone number, identification number, or email address associated with your account. Reactivation fees will apply if you choose to restart Service after cancellation. There may be limits over which your account balance may not exceed. See the detailed plan or other information we provide or refer you to during the sales transaction (also available at www.zingpcs.com and www.statelifeline.com) for the effective period and cancellation period that applies to your Service.

Establishing or Replenishing Account Balances

Information on how you can establish and maintain an account balance will be provided at activation and is also available at www.zingpcs.com or through Zing PCS Customer Care, or for Lifeline customers at www.statelifeline.com or through FLATEL Wireless Customer Care. The

replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

Protecting Our Networks & Services

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

Your Privacy

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

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

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

CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Zing PCS representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

Third-Party Applications: If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Zing PCS to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and

authorize Zing PCS to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

Information on Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Zing PCS is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device.

Location-Enabled Services

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

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

911 Or Other Emergency Calls

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

If Your Device Is Lost or Stolen

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

Disclaimer of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, We make NO representations or warranties, express or implied, including (to the extent allowed by law) any implied warranty of merchantability, non-infringement, or fitness for a particular purpose concerning your Services (including your Device). We don't promise uninterrupted or error-free Services and don't authorize anyone to make warranties on our behalf.

You Agree That We Are Not Responsible For Certain Problems

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

You Agree Our Liability Is Limited - No Consequential Damages

To the extent allowed by law, our liability for monetary damages for any claims THAT you may have against us is limited to no more than the proportionate amount of the Service charges attributable to the affected period. Under no circumstances are we liable for any incidental, consequential, punitive, MULTIPLE, or special damages of any nature whatsoever arising out of or related to providing or failing to provide Services in connection with a device, including, but not limited to, lost profits, loss of business, or cost of replacement products and services.

DISPUTE RESOLUTION

We Each Agree To First Contact Each Other With Any Disputes

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

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

We each agree to arbitrate all Disputes between us, on an individual basis, not on a class-wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there's no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with

some exceptions under the Federal Arbitration Act (“FAA”), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

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

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the “Providing Notice To Each Other Under The Agreement” section and notice to us will be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we each cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

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

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

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

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

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

Exceptions To Our Agreement To Arbitrate Disputes

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

No Class Actions

To the extent allowed by law, we each waive any right to pursue disputes on a classwide basis; that is, to either join a claim with the claim of any other person or entity or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration, or other proceeding.

No Trial By Jury

To the extent allowed by law, we each waive any right to trial by jury in any lawsuit, arbitration, or other proceeding.

Indemnification

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

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to 2300 Palm Beach Lakes Blvd. Executive Center Suite 100, West Palm Beach, FL 33409 or email to TechSupport@ZingPCS.com. We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you’ve provided us, by calling you on your Device or any other phone number you’ve provided us, by voice message on your Device or any other phone number you’ve provided us, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn’t enforce a requirement under this Agreement in an instance, we don’t waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn’t for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can’t assign the Agreement or any of your rights or duties under it. We can assign the Agreement without notice. You cannot in any manner resell Devices or Services to another party. You cannot export any Device. The Agreement and the documents it incorporates make up the entire agreement between

us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

LIFELINE PROGRAM TERMS & CONDITIONS

Agreement to Terms & Conditions.

These Lifeline Program Terms & Conditions and the FLATEL Wireless Standard Terms & Conditions, which are incorporated herein by reference, apply to the FLATEL WIRELESS Lifeline Program. With regard to the FLATEL WIRELESS Lifeline Program, if these Terms & Conditions conflict with the Standard Terms & Conditions, these Terms & Conditions shall control. In interpreting these Terms & Conditions, FLATEL WIRELESS Lifeline plans shall be treated as prepaid Services. By using your FLATEL WIRELESS Lifeline Program plan or phone, you accept these Terms & Conditions.

Customer Eligibility.

To be eligible for the FLATEL WIRELESS Lifeline Program, you must meet the applicable eligibility standards in effect at the time of application (i.e. based upon your household income or your enrollment in a qualifying social welfare program), and the FLATEL WIRELESS Lifeline Program account must be in your name. You are responsible for notifying FLATEL WIRELESS if you no longer meet the applicable eligibility standards for the FLATEL WIRELESS Lifeline Program within five (5) days of becoming aware of such ineligibility. In the event FLATEL WIRELESS determines that you are no longer eligible for the FLATEL WIRELESS Lifeline Program, FLATEL WIRELESS will notify you that your service will be discontinued thirty (30) days after you are provided notice unless you contact FLATEL WIRELESS within that timeframe to notify FLATEL WIRELESS that it is in error. You will then have thirty (30) additional days to submit evidence that you still meet the applicable FLATEL WIRELESS Lifeline Program requirements. If you advise FLATEL WIRELESS that you no longer qualify for the FLATEL WIRELESS Lifeline Program, FLATEL WIRELESS will deactivate your FLATEL WIRELESS Lifeline Program service.

Acceptance of Customer Enrollment.

Your submission of an Enrollment Form does not constitute automatic enrollment in the FLATEL WIRELESS Lifeline Program. FLATEL WIRELESS has the right, in its sole discretion, to reject any Enrollment Form and/or to review your eligibility status at any time. If you are no longer eligible for the FLATEL WIRELESS Lifeline Program, FLATEL WIRELESS may terminate your account and/or change your rate plan to the most favorable rate plan for which you are eligible without prior notice to you. If you misrepresent your eligibility for the FLATEL WIRELESS Lifeline Program, you agree to pay us the additional amount you would have been charged under the most favorable rate plan for which you are eligible. Further, you acknowledge and agree that FLATEL WIRELESS Lifeline Program enrollment and acceptance may be limited by FLATEL WIRELESS's inventory of FLATEL WIRELESS Lifeline Program phones.

Plan Options.

The FLATEL WIRELESS Lifeline Program plans available in your state can be found at www.statelifeline.com. You understand and agree that FLATEL WIRELESS may change the FLATEL WIRELESS Lifeline Program plans (including any rates and fees) at anytime by

updating plan information on its website. If you change your choice of plans, your changes will not be effective until the subsequent month.

Program Availability.

The FLATEL WIRELESS Lifeline Program is only available in areas where FLATEL WIRELESS has been authorized by the applicable state and/or federal agency. To enroll in the FLATEL WIRELESS Lifeline Program, your principal residence address must be within an authorized area.

Government Subsidized.

The FLATEL WIRELESS Lifeline Program is supported by subsidies from state and federal governments including the Federal Universal Service Fund program. You acknowledge and agree that FLATEL WIRELESS may immediately modify or terminate the FLATEL WIRELESS Lifeline Program in the event that there are any changes to the applicable governmental programs and subsidies.

Enrollment Form.

To receive a phone and service under the FLATEL WIRELESS Lifeline Program, you must complete the applicable Enrollment Form and self-certify your eligibility in writing under penalty of perjury. If you seek to qualify for the FLATEL WIRELESS Lifeline Program under the income eligibility standards, you are required to provide written documentation of your household income. You may also be required, from time to time, to provide FLATEL WIRELESS written documentation of your household income and/or participation in a qualifying federal or state program. You acknowledge and agree that FLATEL WIRELESS shall retain all such customer certifications and documentation in order to furnish proof of customer eligibility as may be required by applicable law. Further, by completing an Enrollment Form, you consent to the release of your customer information (including financial information) to governing state and federal agencies. This consent survives any termination of your FLATEL WIRELESS Lifeline Program enrollment.

Mobile Phone for the FLATEL WIRELESS Lifeline Program.

If FLATEL WIRELESS accepts your enrollment, you will receive a free FLATEL WIRELESS Lifeline Program phone that is selected by FLATEL WIRELESS. Contact FLATEL WIRELESS customer service to purchase an upgraded phone. If you lose or damage your FLATEL WIRELESS Lifeline Program phone, contact FLATEL WIRELESS customer service for replacement phone options and pricing. FLATEL WIRELESS Lifeline phones are provided “as is” and without warranty.

Maximum of One Lifeline Account per Household.

You may only receive one Lifeline supported telephone line, be it wireline or wireless, per household. If you or any member of your household receives a Lifeline supported telephone line from any other telephone company at the time of your enrollment, you are obligated to notify your current service provider that you are now on the FLATEL WIRELESS Lifeline Program. Failure to comply with this requirement is a material breach of these Terms & Conditions and may result in your immediate de-enrollment from the FLATEL WIRELESS Lifeline Program.

Annual Verification Requirement.

To remain eligible for the FLATEL WIRELESS Lifeline Program, you must complete an annual written verification within sixty (60) days of every anniversary of your initial enrollment in the FLATEL WIRELESS Lifeline Program or you will be de-enrolled.

Change of Address.

If you move, you agree to notify FLATEL WIRELESS within 30 days.

Non-transferable.

Your FLATEL WIRELESS Lifeline Program phone and service are non-transferable. You agree not to give away, resell, or offer to resell them.

Blocked Services.

FLATEL WIRELESS reserves the right to block calls and services that are not subsidized by the applicable government programs and/or that are not prepaid for by you. Unauthorized manipulation, modification, adjustment, or repair made to your phone to allow the making of blocked calls shall constitute a violation of these Terms & Conditions.

Rollover.

Unless required by applicable law, unused minutes will not be rolled over to subsequent months. Contact FLATEL WIRELESS customer service for details.

Termination for Non-Usage.

In the event that you do not use your FLATEL WIRELESS Lifeline Program phone for sixty (60) days, FLATEL WIRELESS will de-enroll you from the FLATEL WIRELESS Lifeline Program.

Termination for Breach.

In the event that you breach these Terms & Conditions, FLATEL WIRELESS reserves the right to immediately de-enroll you from the FLATEL WIRELESS Lifeline Program.

Discontinuation of the FLATEL WIRELESS Lifeline Program.

FLATEL WIRELESS reserves the right to discontinue its Lifeline Program at anytime upon prior notice to you.

Returns.

You may cancel your FLATEL WIRELESS Lifeline Program enrollment by returning your phone and calling customer service to de-enroll within fifteen (15) days of receiving your FLATEL WIRELESS Lifeline Program phone. Upon de-enrolling, you will not receive any refund.

Exhibit D

Key Management Resumes

Adriana Solar
9601 Worswick Ct.
Wellington, FL. 33414
(561) 7212277

Experience

Significant and recognized success over a span of more than (19) years, engaged in the acquisition and development of successful small business operations in a major metropolitan center. Direct responsibility for gross annual sales exceeding \$4.4MM, recruitment, training and supervision of a staff of technical and administrative personnel numbering more than (15) persons and catering to the rising service needs of more than (10K) customers simultaneously. Strategic planning and structuring of internal operations, devoted to customer service and prompt resolution of problems. Oversight of all fiscal, productivity and operational issues. Collaborating with the SALES/MARKETING department to ensure a smooth mesh of promised v. delivered services.

Actual roles and responsibilities including but not limited to:

- Small Business President/CFO
- Operations Manager Trainer
- Customer Service Manager/Liaison
- Purchasing Agent/Buyer Pager Tech.
- Bookkeeper/Comptroller
- Liaison w/regulatory agency officials,
Lawyers, Accountants and Insurance Agents

Employment:

July 2011 to Present Flatel Wireless, Inc. dba ZING PCS
October 1997 to Present – Flatel, Inc. – President/ CFO,
FLATEL, Inc. 2300 Palm Beach Lakes Blvd #100, West Palm Beach, FL 33409

December 1993 to June 2001 - PRESIDENT/OWNER & OPERATOR
Palm Beach Paging Inc., 2128 Okeechobee Blvd., West Palm Beach, FL 33409

June 1990 to December 1993 - MANAGER
Programming Department, Telebeeper Inc.,
1705 W. 45th Street, West Palm Beach, FL. 33407

Education:

Bachelor of Art Degree, PSYCHOLOGY, Palm Beach
Atlantic University, West Palm Beach, FL. 1993

Associate of Arts Degree, LIBERAL ARTS, Palm
Beach Community College, Lake Worth, FL. 1987

Abby Matari.
2300 Palm Beach Lakes Blvd Suite 100
West Palm Beach, FL 33409
5616882525 x 102

Experience

Mr. Abby Matari / CEO and Marketing Director for Flatel, Inc. and Flatel Wireless, Inc. dba ZING PCS. Flatel is a CLEC (Competitive Local Exchange Company) reselling Bell South, Sprint, Alltel, and FTC local exchange service on a prepaid basis to its end users (customers) within the Interconnection Agreement and boundaries on a nationwide scale.

Mr. Abby Matari heads all Interconnection Agreements between Flatel, Inc. and the LEC (Local Exchange Carrier) within its markets and territories. He is also responsible for the company advertising and marketing strategies.

Actual roles and responsibilities including but not limited to:

- CEO
- Purchasing Agent/Buyer
- Liaison w/regulatory agency officials,
Lawyers, Accountants and Insurance Agents

Employment:

July 2011 to Present Flatel Wireless, Inc. dba ZING PCS

October 1997 to Present – Flatel, Inc – Owner/ CEO,

FLATEL, Inc 2300 Palm Beach Lakes Blvd #100, West Palm Beach, Fl 33409

December 1993 to June 2001 - PRESIDENT/OWNER & OPERATOR

MODA, 256 W. Ave. A, Belle Glade, FL

Exhibit E

Proposed Lifeline Rate Plan

Lifeline Plan

250 Anytime Minutes

Net cost to Lifeline customer - \$0 (free)

- No rollover
- 1 incoming or outgoing text per 1 minute of voice (1 text = 1 minute)
- 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

50 Anytime Additional Minutes

\$10.00