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December 5, 2012

**VIA ECFS**

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

Re: Vast Companies, LLC dba Vast Communications  
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 Vast Companies, LLC'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 Vast Companies, LLC

Attachments

cc: Patrick McDonough

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**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 )  
 )  
Vast Companies, LLC dba Vast Communications )  
Compliance Plan )

**VAST COMPANIES, LLC'S COMPLIANCE PLAN**

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December 5, 2012

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**Before the  
Federal Communications Commission  
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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	)	
	)	
Vast Companies, LLC dba Vast Communications	)	
Compliance Plan	)	

**VAST COMPANIES, LLC’S COMPLIANCE PLAN**

**I. INTRODUCTION**

Vast Companies, LLC dba Vast Communications (“Vast Communications” 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.<sup>1</sup> Vast Communications will avail itself of the FCC’s conditional grant of forbearance and, by its attorney, hereby files its Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.<sup>2</sup> Given the severe economic

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<sup>1</sup> *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*”).

<sup>2</sup> 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.

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

## **II. BACKGROUND**

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

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

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

## **III. VAST COMMUNICATIONS WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER**

Vast Communications 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.<sup>4</sup>

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<sup>3</sup> See *Order* at ¶¶ 368, 373 and 379.

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

**A. Access to 911 and E911 Services**

In the *Order*, the Commission requires Vast Communications to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.<sup>5</sup> The Commission and consumers are hereby assured that all Vast Communications 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 Vast Communications 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 Vast Communications providing only E911-compliant handsets to its Lifeline customers.<sup>6</sup> Vast Communications will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Vast Communications customer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

**C. Consumer Eligibility and Enrollment**

Vast Communications 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, Vast Communications will rely on the state identification or database.<sup>7</sup> In instances where Vast Communications is responsible for the initial determination and annual

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<sup>5</sup> See *Order* at ¶ 373.

<sup>6</sup> See *id.*

<sup>7</sup> See *Order* at ¶ 98.

recertification of consumer eligibility, the Company will follow the procedures set forth below.

### **1. One-Per-Household**

Vast Communications 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.”<sup>8</sup> Upon receiving an application for Lifeline support, Vast Communications 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. Vast Communications 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 Vast Communications determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, Vast Communications 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, Vast Communications 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).<sup>9</sup> Vast Communications will deny the Lifeline application of any individual residing at the same

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<sup>8</sup> See Order at ¶ 74.

<sup>9</sup> See Order at ¶ 78.

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,<sup>10</sup> Vast Communications 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).<sup>11</sup> Vast Communications will inquire on its certification forms whether or not the applicant's address is a temporary one.<sup>12</sup> If and when the 90-day verification rules become effective, Vast Communications 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 Vast Communications' attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.<sup>13</sup> Also on its certification forms, Vast Communications will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.<sup>14</sup> If the subscriber has moved, Vast Communications will update the NLAD, once in place, with the information within 10 business days of receipt of the information.<sup>15</sup>

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

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

<sup>11</sup> See Order at ¶ 85.

<sup>12</sup> See Order at ¶ 89.

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

<sup>14</sup> See Order at ¶ 85.

<sup>15</sup> See *id.*

## 2. Initial and Annual Certification

Vast Communications' policies, procedures and controls will help ensure that only eligible customers are enrolled in the Lifeline program and that regulatory requirements are adhered to. 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. Vast Communications' application form will identify that it is a "Lifeline" application. Vast Communications 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.

Vast Communications' 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. Vast Communications' Lifeline certification forms, a draft sample of which is attached as Exhibit A, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;
- (v) The subscriber's date of birth;
- (vi) The last four digits of the subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
- (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria, as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and
- (viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

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

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

Vast Communications 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.<sup>16</sup>

Enrollment in person. The Company will enroll Lifeline applicants in person at Company events. 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 Vast Communications or any other CGM client that has agreed to share their data. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC’s one-per-household worksheet 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. Vast Communications’ 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

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<sup>16</sup> See Order at ¶ 168.

to the customer after review. Finally, Vast Communications 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, Vast Communications will mail the phone to eligible customers once verification of eligibility is complete. Signature confirmation for delivery is required. Phones mailed to customers will be in a suspended status. In order to activate the phone, customers will be required to call into an automated system and provide their personal identification number. Upon validation by the Company's system, the phone and customer account will be converted to an active status. At this point, the phone will be ready to make phone calls according to the customer's selected rate plan, subject to the terms of service. The system activation call, as well as all calls to and from customer service, are not charged against the customer's allotted minutes.

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. The Company call center representative will either instruct the potential customer to download an application or mail the application to the potential customer. When the signed application is received, it will be reviewed for required information. 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 worksheet 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 satisfies the proof requirement. 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, 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 Stamp/SNAP benefit award letter) and a unique identifier (last 3 digits of document ID). Vast Communications will destroy copies of proof documentation and deliver phones to eligible customers by mail. Signature confirmation for delivery is required. Phones mailed to customers will be in a suspended status. In order to activate the phone, customers will be required to call into an automated system and provide their personal identification number. Upon validation by the Company’s system, the phone and customer account will be converted to an active status. At this point, the phone will be ready to make phone calls according to the customer’s selected rate plan, subject to the terms of service. The system activation call, as well as all calls to and from customer service, are not charged against the customer’s allotted minutes.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. Vast Communications will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.<sup>17</sup> 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 worksheet as well. The Company will qualify the applicant by accessing

necessary databases (USPS/Melissa, duplicates database, eligibility databases). 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. 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/SNAP benefit award letter) and a unique identifier (last 3 digits of document ID). Vast Communications will destroy copies of proof documentation and deliver phones to eligible customers by mail. Signature confirmation for delivery is required. Phones mailed to customers will be in a suspended status. In order to activate the phone, customers will be required to call into an automated system and provide their personal identification number. Upon validation by the Company’s system, the phone and customer account will be converted to an active status. At this point, the phone will be ready to make phone calls according to the customer’s selected rate plan, subject to the terms of service. The system activation call, as well as all calls to and from customer service, are not charged against the customer’s allotted minutes.

Vast Communications will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, Vast Communications will check the

eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.<sup>17</sup> If a database is used to establish eligibility, Vast Communications will not require documentation of the consumer's participation in a qualifying federal program; instead, Vast Communications or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.<sup>18</sup> 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 Vast Communications to check electronic databases for eligibility, Vast Communications will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.<sup>19</sup> Vast Communications 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.<sup>20</sup> Vast Communications understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases Vast Communications remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.<sup>21</sup>

Vast Communications provides employees, agents, and representatives with training designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company

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<sup>17</sup> See Order at ¶ 97.

<sup>18</sup> See Order at ¶ 98.

<sup>19</sup> See Order at ¶ 99.

<sup>20</sup> See Order at ¶ 101.

<sup>21</sup> See Order at ¶ 110.

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**

Vast Communications understands that it must re-certify the eligibility of its entire Lifeline subscriber base annually and report the results to USAC by January 31 of each year, and the Company may elect to perform this re-certification on a rolling basis throughout the year.<sup>22</sup> Vast Communications 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.<sup>23</sup> 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. Vast Communications 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. Vast Communications understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of

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<sup>22</sup> See *Order* at ¶ 130.

<sup>23</sup> See *id.*

such options for its certifications.<sup>24</sup>

Alternatively, where a database containing consumer eligibility data is available, Vast Communications (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, Vast Communications will contact the subscriber every year during the annual certification process to obtain a valid address.<sup>25</sup> After 2012, Vast Communications 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.<sup>26</sup>

Vast Communications 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 Vast Communications' 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

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<sup>24</sup> See Order at ¶ 132.

<sup>25</sup> See Order at ¶ 131.

<sup>26</sup> See Order at ¶ 133.

(2) that the Company is in compliance with all federal Lifeline certification procedures.<sup>27</sup>

**D. Other Reforms to Eliminate Waste, Fraud and Abuse**

Vast Communications 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.

Vast Communications 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, Vast Communications ensures that it does not over-request from support funds.

As detailed in section III.C.2, Vast Communications first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, Vast Communications 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, Vast Communications verifies that the applicant is

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<sup>27</sup> See Order at ¶ 126-27.

eligible to receive the Lifeline subsidy. To do this, Vast Communications 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.

Vast Communications 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 Vast Communications 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**

Vast Communications will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, Vast Communications 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.<sup>28</sup> Vast Communications will provide the information listed above for existing subscribers within 60 days of Commission notice that the NLAD is capable of accepting subscriber information.<sup>29</sup>

Furthermore, on its certification form, Vast Communications 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

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<sup>28</sup> See *Order* at ¶ 189.

<sup>29</sup> See *Order* at ¶ 190.

more than one Lifeline benefit.<sup>30</sup>

Within 30 days following Commission notice that the NLAD is capable of accepting queries, Vast Communications 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.<sup>31</sup>

## **2. Subscriber Usage**

Vast Communications 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, Vast Communications will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.<sup>32</sup> Vast Communications 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.<sup>33</sup> 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.<sup>34</sup> Vast Communications utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates the Company's subsidy data to prevent a

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<sup>30</sup> See Order, Appendix C.

<sup>31</sup> See Order at ¶ 203.

<sup>32</sup> See Order at ¶ 257.

<sup>33</sup> See *id.*

<sup>34</sup> See Order at ¶ 261.

subsidy request for customers that are inactive under the Company's non-usage policy.<sup>35</sup> After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. Vast Communications 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.<sup>36</sup>

### **3. Marketing & Outreach**

Vast Communications 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. Vast Communications will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:<sup>37</sup> (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. Vast Communications' website and printed collateral will explain the documentation necessary for enrollment, and the details of Vast Communications' plans. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.<sup>38</sup> For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false

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<sup>35</sup> CGM, LLC is currently the Company's third party contractor.

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

<sup>37</sup> See Exhibit B for sample advertising. 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.

<sup>38</sup> See *Order* at ¶ 275.

statements are not practicable, Vast Communications will include the URL link for its website where disclosures will be listed. Additionally, Vast Communications will disclose the company name under which it does business.<sup>39</sup>

#### **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.<sup>40</sup> Vast Communications 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.<sup>41</sup>

#### **E. De-Enrollment**

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

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<sup>39</sup> *See id.*

<sup>40</sup> *See Order* at ¶ 291.

<sup>41</sup> *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.

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).<sup>42</sup>

If a customer does not respond to the Company's annual verification survey within 30 days, or if Vast Communications 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), Vast Communications 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.<sup>43</sup> Similarly, Vast Communications will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.<sup>44</sup>

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

Non-Usage. Vast Communications 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. Vast Communications 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

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<sup>42</sup> See Order at ¶ 122.

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

<sup>44</sup> See Order at ¶ 89.

<sup>45</sup> See Order at ¶ 214-16.

non-usage. Vast Communications 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.<sup>46</sup>

## **F. Additional Rule Amendments**

### **1. Terms and Conditions of Service**

Vast Communications 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.vastphone.com](http://www.vastphone.com). The terms and conditions of the Company's retail plans, as available to the public can also be found at [www.vastphone.com](http://www.vastphone.com).

### **2. Reporting Requirements**

Vast Communications will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>47</sup>

### **3. Reimbursement from USAC**

In seeking reimbursement for Lifeline, Vast Communications will comply with the

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<sup>46</sup> See Order at ¶ 257.

<sup>47</sup> 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."

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

#### **4. Section 54.202 Certifications**

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

#### **IV. COMPANY INFORMATION**

Vast Communications is an Oklahoma limited liability company. Vast Communications will provide prepaid wireless telecommunications services to consumers as a Mobile Virtual Network Operator (“MVNO”). As an MVNO, Vast Communications will deliver this service using a nationwide network of a Tier 1 carrier. Delivering service in this manner, Vast Communications can leverage an already built out network with ample capacity and focus on its customers and program compliance. In this way, the Company can provide value to customers including reliable service on a fully vetted, robust network, freedom from roaming or long-distance charges and nationwide coverage.

At this time Vast Communications intends to seek ETC designation in the following states: Alaska, Arizona, Colorado, Hawaii, Kentucky, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, and Washington, as well as the Federal default

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<sup>48</sup> See *Order* page 221.

<sup>49</sup> See *Order* at ¶ 128.

<sup>50</sup> See *Order* at ¶ 302.

jurisdictions (Alabama, Connecticut, Delaware, the District of Columbia, Florida, New Hampshire, New York, North Carolina, Tennessee, and Virginia).<sup>51</sup>

**A. Names and Identifiers**

The Company's legal name is Vast Companies, LLC dba Vast Communications. Vast Companies, LLC was organized in the State of Oklahoma on October 25, 2012. The dba Vast Communications was registered in the State of Oklahoma on October 26, 2012. The Company does not have any holding companies or operating companies. The Company identifies itself as Vast Communications on its marketing and advertising materials.

**B. Financial and Technical Capability**

Vast Communications is financially and technically capable of providing Lifeline-supported services.<sup>52</sup> Vast Communications will provide service to both Lifeline and non-Lifeline customers. The Company plans to launch its retail and Lifeline services simultaneously. Vast Communications is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. The Company has secured sufficient initial investment funds that it will rely on for start-up operations in the first year. The Company has access to additional investment funds if needed. The Company anticipates retail revenue from non-Lifeline customers as well as customer minute, text, and data top-ups, and sales from accessories in future storefront locations. Vast Communications has not been subject to enforcement action or ETC revocation proceedings in any state. Furthermore, the senior management of Vast Communications has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.<sup>53</sup> Vast Communications will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying

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<sup>51</sup> The Company reserves the right to modify its state ETC designation plan at any time.

<sup>52</sup> See *Order* at ¶ 387.

<sup>53</sup> See Exhibit D for key management profiles.

carrier.

### **C. Lifeline Offering**

Vast Communications will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier.<sup>54</sup> As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide eligible customers three Lifeline Plan choices. These plans are intended to meet customers' unique communication needs and grow with them as their needs change, including from Lifeline subsidized plans to retail plans when their circumstances change.

1. Option 1: 250 Minute Plan. Under Option 1, eligible customers enjoy 250 anytime minutes. Minutes do not rollover. Text messaging is not included.
2. Option 2: 1,000 Minutes/1,000 Texts/1,000 KBs. Under Option 2, eligible customers enjoy 1,000 anytime minutes, 1,000 text messages (inbound and outbound), and 1,000 KB of data. Minutes do not rollover.
3. Option 3: Unlimited Voice Plan. Under Option 3, eligible customers enjoy unlimited anytime minutes. Text messaging is not included.

Customers have the capability of purchasing additional minutes, texts, or data for as low as 10 cents per minute, 5 cents per text message (inbound and outbound), and 5 cents per 1,000 KB of data. Additional minutes, texts, or data will be made available for purchase at retail outlets frequented by low-income customers throughout the Company's Service Area, as well as via Customer Service over the phone or online. In addition to free voice services, all of Vast Communications' Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. Vast Communications does not impose

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<sup>54</sup> 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.

burdensome credit checks or long-term service contracts on its prepaid customers. Customers are not bound by a local calling area requirement; all Vast Communications plans come with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to the Company's Customer Service and directory assistance (411) are also free. Vast Communications has attached as Exhibit C its Lifeline terms and conditions of service. The most current terms and conditions of the Company's plans can always be found on the Company's website at [www.vastphone.com](http://www.vastphone.com).

**V. CONCLUSION**

Vast Communications 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, Vast Communications 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,

**Vast Companies, LLC dba Vast Communications**

/s/ Lance J.M. Steinhart

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*Its Counsel*

Dated December 5, 2012

**Exhibit A**

Sample Lifeline Certification Form



# Vast Communications

## LIFELINE APPLICATION

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

### Things to know about the Lifeline Program:

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

### Applicant Information:

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: Month \_\_\_ Day \_\_\_ Year \_\_\_\_\_

Social Security Number (last 4 digits or Tribal ID Number): \_\_\_\_\_ (XXX-XX-XXXX) Contact Telephone Number: \_\_\_\_\_

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

\_\_\_\_\_ APT/ Floor/ Other \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Billing Address (May Contain and P.O. Box)

\_\_\_\_\_ APT/ Floor/ Other \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

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

Initial Here

#### Non-Tribal Programs

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

#### Tribal Programs

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

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

Initial Here

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

- (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- (2) I am a current recipient of the program checked above, or have an annual household income at or below 135 percent of the Federal Poverty Guidelines.
- (3) I have provided documentation of eligibility if required to do so.
- (4) I understand that I and my household can only have one Lifeline-supported telephone service. Vast Communications has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the lifeline program, and could result in criminal prosecution by the United States Government.
- (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- (6) I understand my Vast Communications Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact Vast Communications to confirm that I want to continue receiving their service.
- (8) I will notify Vast Communications within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
  - (1) I cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
  - (2) I am receiving more than one Lifeline supported service;
  - (3) I no longer satisfy the criteria for receiving Lifeline support.
- (9) I will notify Vast Communications within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Vast Communications every ninety (90) days. If I fail to respond to Vast Communications' address verification attempts within thirty (30) days, my Lifeline service may be terminated.



# Vast Communications

- (10) Vast Communications has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Vast Communications Lifeline service.
- (11) I authorize and understand that the Vast Communications may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- (12) I understand that my name, telephone number, date of birth, and address will be divulged to the Universal Service Administrative Company (USAC)(the administrator of the program) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other. I further understand that some states may impose more stringent rules including but not limited to barring me from re-enrolling in the program.
- (14) I authorize the company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program.
- (15) I certify that I reside on Federally Recognized Tribal lands.

\_\_\_\_\_  
 APPLICANT'S SIGNATURE

\_\_\_\_\_  
 DATE

**Agent Use Only:**

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

**Documents Acceptable Proof 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.

**Documents Acceptable Proof for Program-Eligibility**

(choose 1 from each list A and B below)

**List A - Choose 1**

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

**Documents Acceptable Proof for Program-Eligibility: List A Cont.**

- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Oklahoma Sales Tax Relief
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF (TATNF)
- Head Start (meeting income qualifying standards)
- Vocational Rehabilitation (including aid to hearing impaired)

**List B - Choose 1**

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

<b>Representative Number</b>	<b>Representative Signature</b>
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**2. Rate Plan Selection (select only one plan – customer is responsible for adding value to account for plans with a charge):**

**Non-Tribal Lifeline:**

- 250 Voice Minutes (**Free of Charge**), additional minutes available for 10 cents per minute [**Default Plan**]
- 1,000 Voice Minutes / 1,000 Text Messages / 1,000 Kilobytes (KB) of Data (**\$25.00**), additional minutes available for \$0.10 per minute, additional text messages available for \$0.05 per text message and 1,000 KB data available for \$0.05 per 1,000 KBs.
- Unlimited Voice Minutes (**\$25.00**)

**Tribal Lifeline Eligible:**

- 1,000 Voice Minutes / 1,000 Text Messages / 1,000 Kilobytes (KB) of Data (**Free of Charge**), additional minutes available for \$0.10 per minute, additional text messages available for \$0.05 per text message and 1,000 KB data available for \$0.05 per 1,000 KBs.
- Unlimited Voice Minutes (**Free of Charge**) [**Default Plan**]

## **Exhibit B**

Sample Advertisements



***Vast  
Communications***



Free Phone  
AND  
Unlimited  
Minutes!!!



You may qualify for Lifeline Program service, provided by Vast Communications, if you participate in one or more of a variety of assistance programs.

For more information, please call us at 1-800-501-7133 or visit us online at [www.vastphone.com](http://www.vastphone.com).

Note: Lifeline is a government benefit program. Only eligible consumers may enroll in the program. Proof of eligibility through confirmation using a government database or documentation of eligibility is required. Only one Lifeline Program benefit, either wireless OR wireline, is available per household. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or be barred from the program.

## **Exhibit C**

### Lifeline Terms and Conditions

## **Vast Companies, LLC, DBA Vast Communications Terms of Service**

### **Introduction**

Vast Companies, LLC, DBA Vast Communications and is a Lifeline program provider supported by the federal Universal Service Fund program (“Lifeline”). These Terms of Service apply to Vast Communications’ services and mobile phones activated on Vast Communications’ service. Please read these terms carefully.

These Terms of Service become effective by doing any of the following: activating a Vast Communications’ phone or using your Vast Communications’ phone after you make a change to your account. If you do not want to accept these terms, don’t do either of these things and contact Vast Communications at (800)501-7133. When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for Vast Communications service.

### **Subject to Change**

Our service is provided at our discretion. We may change our Terms of Service, including pricing for paid service options from time-to-time. Unless expressly prohibited by law, we reserve the right to modify or cancel this service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms of Service. Check the Vast Communications website [www.vastphone.com](http://www.vastphone.com), for the most recent pricing and the most recent Terms of Service. Your right to use our service is subject to our business policies, practices and procedures, rates and these Terms of Service, which we may change at any time. We will notify you of any change to these Terms of Service that are determined to be materially adverse to you 30 days in advance of such change. If you do not terminate your service within 30 days of receiving the notice of a change in these Terms of Service, you agree to accept any such changes.

### **Mobile Telecommunications Services**

Vast Companies, LLC provides Vast Communications mobile telecommunications services using the a Tier 1 carrier, nationwide network exclusively with Vast Communications phones provided free of charge as well as Vast Companies phones purchased on a retail basis. You cannot use our service with any other mobile phone or device or on any other network, and you may not use your Vast Communications phone or device with any other service or network. Airtime may be used for domestic calling from the United States and for related services as provided in these Terms of Service.

The Vast Communications service is for personal use only. You may not use our service in a manner that interferes with another Vast Communications or Vast Companies, LLC customer’s use of our service. We have determined that our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or

receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Vast Communications or Vast Companies, LLC customers on similar service plans. Such atypical usage suggests that a mobile phone may be used other than for personal use in violation of these Terms of Service. Unlimited voice services are provided solely for live dialogue between two individuals. Unlimited voice services may not be used for monitoring services, data transmissions, or other connections that do not consist of uninterrupted live dialogue between two individuals.

You agree not to use Vast Communications services in any way that is illegal, fraudulent or abusive, as determined by Vast Communications in its sole discretion. You may not alter any of the hardware or software on your Vast Communications phone for any purpose. We may change your mobile phone's software, applications or programming remotely and without notice, in order to address software compatibility and other system and/or network issues. We will try to minimize any disruption, but this may affect stored data or other personal information or programming on your mobile phone for which we are not responsible. Customers should maintain a back-up on content on their phone. Vast Communications phones may not be purchased in bulk or sold to third parties.

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

Vast Communications service is only available in geographic areas covered by its national, digital service network footprint and where we have the appropriate federal, state and local approvals. If laws, regulations or requirements change in a particular jurisdiction, we may need to discontinue your service. Local phone numbers may not be available in certain markets.

Wireless services use radio transmissions and are therefore affected by interference and other limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or

topographic conditions, or by damage to your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify Vast Communications at (800) 501-7133 within seven days of the interruption. Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

Airtime usage is measured from the time the network begins to process the call, which is before the phone rings or the call is answered, and continues through the network's termination of the call, which is after you hang up. Therefore, call time data displayed on your mobile phone may be inaccurate and may not be relied upon for billing and rating purposes.

### **Availability**

Vast Communications is only available for activation by customers who reside in the areas in which Vast Companies, LLC, or in certain cases, an affiliate has been designated as an Eligible Telecommunications Carrier ("ETC") and where Vast Companies has received regulatory approval. Your principal residence address must be within a Vast Companies ETC and service area. Visit [www.vastphone.com](http://www.vastphone.com) to check whether you reside in a Vast Companies ETC service area. To be eligible for Vast Communications service, you must meet the applicable eligibility standards described below, which may be amended from time-to-time.

### **Eligibility**

Eligibility for Vast Communications service varies by state. You may qualify for Vast Communications if you participate in any of the government programs listed on your Vast Communications application or based on household income eligibility standards. Vast Communications is required to validate your eligibility for Lifeline based on accessing a database of eligible residents in your state. If a database does not exist in your state, documented proof will be required from you. If you seek to qualify for Vast Communications based upon participation in a qualifying federal or state program, you are required to provide proof of program participation such as a current program identification card or other social service agency document that shows you currently participate in one of the eligibility programs. If you seek to qualify for Vast Communications under the household income eligibility standards, you are required to provide written documentation of your household income. Vast Communications shall

retain all such certifications and documentation as required, to furnish proof of your eligibility according to applicable law, program rules and regulations. By completing the Vast Communications application, you consent to the release of your information (including financial information) to our designated agent as required for the administration of your Vast Communications service. You also consent to providing your personal information to government jurisdictions, including administrators, database and otherwise, on behalf of government agencies. This consent survives the termination of this Agreement. Vast Communications reserves the right to review your eligibility status at any time and require you to provide Vast Communications with written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone account at your principal residence. If you or any member of your family unit receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Vast Communications from Vast Companies, LLC. Continued eligibility to receive Vast Communications Lifeline assistance may require that you re-certify your eligibility periodically. For this purpose, it is important that you keep your information on your Vast Communications account current. Please record any updates to your physical address and e-mail address by signing into your account on our website at [www.vastphone.com](http://www.vastphone.com) and select "edit profile."

### **Non-Transferable and Non-Assignable**

Your Lifeline service with Vast Communications is specific to you. You may not transfer to any third party any of your rights or benefits received under the Vast Communications service, including, but not limited to, any voice minutes received under the Vast Communications service. Similarly, you may not assign your rights or delegate any of your duties under these terms without the prior written consent of Vast Communications. Any attempted assignment or delegation without such consent shall be void. Vast Communications may assign all or part of these terms or your debts under these terms without notice.

### **Airtime Rates, Usage, and Included Monthly Minute Allocation.**

While you are enrolled in the Vast Communications Lifeline program, you will receive a free monthly allotment of airtime minutes as provided for the Vast Communications Program in your state and the minute Plan that you select. Vast Communications airtime is issued in minute increments. There is no additional charge for domestic long distance. Vast Communications offers two plans that are currently available to all new and existing Vast Communications customers. Each plan offers different benefits, features and options.

New Vast Communications customers must choose a plan upon enrollment. Existing Vast Communications customers who wish to switch plans may do so at [www.vastphone.com](http://www.vastphone.com) or by calling (800) 501-7133. Switching plans in the middle of a monthly cycle may

cause loss of plan value or benefits. It may be in a customer's best interest to switch at the end of a monthly plan cycle. Use of a wireless phone typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. No credit or refund is given for dropped calls.

### **250 Free Minutes Offer**

Each month you will receive 250 free voice minutes on the first day of your monthly service cycle. These minutes may be used for making or receiving voice calls. Calls made to Vast Companies Customer Care, or the IVR by calling 611 or directly from your handset are deducted from your monthly minute allocation on a per minute basis. Fractional minutes are rounded up. Unused minutes expire at the end of your monthly period and may not be used in subsequent months or be transferred or assigned to any third party. If you use all of your monthly voice minutes before a new monthly cycle starts and you have a sufficient balance in your account, you will be charged \$0.10 for each additional minute. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your mobile phone to make or receive voice calls (other than 911 emergency calls), until the start of the next monthly cycle.

### **Unlimited Voice Calling**

Vast Communications subscribers may choose unlimited calling. All domestic calls on Vast Communications' network are free of charge, subject to limitations discussed previously in the Mobile Telecommunications Service section.

### **Account Status**

Your account will remain active as long as you meet the applicable eligibility standards for Vast Communications' service. You are responsible for notifying Vast Communications if you no longer meet the applicable eligibility standards for Vast Communications within five days of becoming aware of your ineligibility by calling Vast Communications at (800) 501-7133 or sending a written notice to Vast Communications, 319 W. Fourth Street, Suite 300, Cincinnati, OH 45202. In addition, if you receive a notice from Vast Communications requesting that you confirm your eligibility status, you must do so within 30 days after you receive such notice either on the Vast Communications website at [www.vastphone.com](http://www.vastphone.com) or by sending a written notice to Vast Communications, 319 W. Fourth Street, Suite 300, Cincinnati, OH 45202 along with required proof of eligibility. Since notices may be sent via the US Postal Service or e-mail, it is essential that you keep your information up-to-date. Please record any updates to your physical address and e-mail address by signing into your account on our website at [www.vastphone.com](http://www.vastphone.com) and select "update profile." If you do not use your phone in any given 60 day period, you may be terminated under our non-usage policy and Lifeline program requirements.

If Vast Communications has determined that you are no longer eligible for Vast Communications Lifeline service either because 1) you have notified us of your ineligibility; 2) you have failed to respond to a request by Vast Communications to confirm your eligibility by the response date; 3) you have responded to a request by Vast Communications to confirm your eligibility, but failed to submit adequate proof of your eligibility status; or 4) Vast Communications learns you are no longer eligible through communication with a state agency, Vast Communications will notify you that you are no longer eligible for Vast Communications service. In addition, if you do not make a voice call at least once during any 60-day period, Vast Communications will notify you that you are no longer eligible for Vast Communications service. You must confirm eligibility within 30 days following notification of ineligibility in order to have your eligibility restored.

At the end of the applicable 30-day period following notification of ineligibility, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes. For 120 days after the end of this 30-day period, if you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. During this 120-day period, you may choose to switch to a Vast Companies retail plan and keep your phone number by calling (800) 501-7133. After the end of this 120 day-period, your account will expire and we will deactivate your service. If your account expires, you will lose your phone number, and Vast Communications will assess you a termination charge equal to the value of the balance in your account.

This program is a regulated service and requires following certain federal and state requirements. These requirements may change, from time-to-time, which may affect your eligibility or our ability to continue to provide service. Vast Companies reserves the right to discontinue the service at any time.

### **Payment Methods for Paid Service Options**

For wireless phone usage in addition to your monthly minute allocation and in order to utilize messaging, data and other enhanced services or features, you must add money to the cash balance of your Vast Communications account.

#### **Top-Up**

You add money to the cash balance of your Vast Communications account by using one of our Top-Up methods. You can Top-Up your account by registering your credit/debit card. Vast Companies Top-Up increments are for any whole dollar increment between \$5 and \$100. Sales taxes apply.

The number of days a Vast Communications' Top-Up is valid for is as follows:

- \$5 - \$15 - valid for 30 calendar days from the date of activation
- \$16 - \$50 - valid for 60 calendar days from the date of activation
- Over \$50 - valid for 90 calendar days from the date of activation

Upon the expiration of such period (i.e. 30/60/90 days), any remaining value will expire except that if a new Vast Companies card is added before expiration of the period, in which case the expiration on all remaining airtime extends to the expiry date of the new airtime card.

### **Account History**

Your account history for the previous 60 days will be available online at [www.vastphone.com](http://www.vastphone.com) unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch. You may request a printed statement detailing 60 days of account history by sending a written request to Vast Communications, 319 W. Fourth Street, Cincinnati, OH 45202, Attention: Account History.

### **Taxes and Surcharges**

Stated prices for our service options do not include certain taxes or surcharges. Vast Communications charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. Vast Communications collects sales taxes on all direct Top-Up transactions and, in certain states, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

### **Messaging**

You can send and receive text messages of up to 160 characters, including the address and subject line on your Vast Communications phone. There is no character limit for email and instant messages (“IM”). Certain types of messages are device dependent. Standard message rates apply when a message is sent or received, whether it is read or viewed.

### **Preventing Spam**

If you are receiving unwanted text messages (“spam”), contact the source and unsubscribe or remove your mobile phone number from the service. Even if you elect not to receive text messages, you may still receive service alerts from Vast Communications for which there is no charge.

### **Unsolicited Messages**

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

### **Data Services**

Data Services require that you have a data capable phone. Vast Communications provides wireless data services, for access to the download section of the WAP deck on

your mobile phone “Downloads” and mobile Internet services using your Vast Communications phone.

### Data Usage on Your Vast Communications phone

You may purchase a subscription for access to the mobile Internet in the following data allocations (“Mobile Web Packs”):

#### *Mobile Web Packs:*

You may purchase the following monthly Mobile Web Packs with any Vast Companies pay-as-you go rate plan:

\$2.00 for 20 MB

\$5.00 for 50MB

Your data usage will be deducted from the available data allocation in your purchased Mobile Web Pack. Unused data expire at the end of your monthly Mobile Web Pack subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be charged for data at the rate of \$0.10 for 200 kilobytes of data used to access the mobile Internet (the “Overage Rate”) on each day that you access the mobile Internet for the remainder of the monthly period, provided you have sufficient balance in your account. If funds are not available in your account, but minutes are available, the rate is four minutes for 200 kilobytes of data. Unused data purchased at the Overage Rate expire at the end of your monthly period and may not be used in subsequent months. The next month, you will be charged the monthly fee for the Mobile Web Pack that you selected previously.

You may terminate your subscription or switch to another Mobile Web Pack subscription by logging into your “My Account” page on the Vast Communications website at [www.vastphone.com](http://www.vastphone.com).

### Specific Terms and Restrictions Regarding Data Services

You are responsible for all data activity from and to your mobile phone, regardless of who initiates the activity. You may not use the data service: (1) with server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing or other systems that drive continuous heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; (3) with “auto-responders”, “cancel-bots,” or similar automated or manual routines which we determine generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (4) to send “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); or (5) for any activity that adversely affects the ability of other people or systems to use either Vast Communications or its affiliates wireless services or other parties' Internet-based resources. Vast Communications reserves the right to limit,

suspend or terminate without notice any misuse or use that adversely impacts our network performance or hinders access to our network.

### Data Content

Data services available through Downloads, on your Vast Communications phone may allow you to access the Internet, text, pictures, games, graphics, music, email, sound and other materials (“Data Content”) and send Data Content elsewhere. Some Data Content is available from Vast Companies or its business partners, while other Data Content can be accessed from other third-party websites or services. Data Content may be unsuitable for children/minors, unreliable, inaccurate, offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone using your Vast Communications phone or device. We strongly recommend that you monitor Data Content access by children or minors. Prior to accessing certain Data Content that may be inappropriate for children or minors, we may require you to provide some personal information in order to verify that you are at least 18 years of age. Data Content from third parties may also harm your Vast Communications phone, device or its software. To protect our network or services, or for any other reason, we may place restrictions on accessing certain Data Content, impose separate charges, limit the amount of data you can access or transfer, or otherwise limit or terminate services.

Your relationship with companies that provide Data Content is between you and them. While Vast Communications supports your use of your Vast Communications phone to access Data Content, it specifically **MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, PERFORMANCE, ACCURACY OR EFFORTS CONCERNING** any other entity or whose services or Data Content you may utilize or otherwise access while using your Vast Communications phone. Vast Communications has no control over the Data Content on any partner site that you may access via your Vast Communications phone. We strongly recommend that you use good judgment and care in sharing any personal information about yourself while communicating and interacting with any website. Please do not modify, make, upload or download any Data Content that may violate anyone’s intellectual property rights, including copyright laws.

In the event that you lose access to Data Content you have purchased, regardless of the reason for such loss, including without limitation the failure of your mobile phone or computer, Vast Communications may not make such Data Content available to you free of charge.

Vast Communications' rights to license certain Data Content may expire or may be changed, at any time and without notice. In such event, Vast Communications will not extend your rights to such Data Content, and will not provide any reimbursement of any fees or other amounts paid to Vast Communications in connection with such Data Content, although you may contact Vast Communications to request replacement Data Content. Vast Communications will not be required to provide any such replacement

Data Content.

### **Account Balances and Charges**

You may check your balance at any time free of charge by visiting our website at [www.vastphone.com](http://www.vastphone.com) or from your mobile phone.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Calls are limited to two hours: if you are on a call for longer than two hours, the call will automatically terminate.

You can switch your number to another Vast Communications phone for no additional charge by calling Vast Communications at (800) 501-7133.

Please contact Vast Communications at (800) 501-7133 or visit our website at [www.vastphone.com](http://www.vastphone.com) for additional pricing information or answers to any questions about our services. Calls to Vast Communications may be monitored and recorded for quality assurance.

### **Disputed Charges**

If you think that there has been an error in any charge to your account, you must notify us within 60 days after the charge appears on your account. Call Vast Communications at (800) 501-7133 and one of our advisors will investigate your claim. If you do not notify us within this 60-day period, you waive any right to dispute the charge, including in arbitration or a court proceeding. We will credit, refund or provide other compensation to you if we determine that the disputed charge was inappropriate and was raised by you in a timely manner. If we credit, refund or provide other compensation to you to settle a disputed charge, you agree that the dispute is fully and finally resolved and not subject to further proceedings. We are not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If an unauthorized or disputed charge for a third-party product or service appears on your statement, you must contact that third party directly. Third-party contact information is available on your statement, as well as by calling Vast Communications at (800) 501-7133.

### **Account Suspension Related to Credit Card Chargebacks**

If we have attempted to charge your credit card for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company withholds such payment because the charge has been disputed (a "Chargeback"), we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period and Vast Communications will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account. If your account is reactivated, you may be charged a fee for each Chargeback. If

there are multiple Chargebacks associated with your account or we suspect or confirm any fraudulent activity in connection with your payments, we may, without limiting any other rights available to us, elect in our sole discretion to require you to add money to the cash balance of your Vast Communications account solely by means of Top-Up cards.

### **Refunds and Returns**

All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone after you buy airtime, and regardless of whether the mobile phone is used with your consent or knowledge. Monthly charges are non-refundable.

### **Returning Your Vast Communications Phone:**

A defective Vast Communications phone may be returned within 14 calendar days from the date in which the phone was received. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a comparable replacement. Please contact Customer Care to obtain a Return Authorization Number at (800) 501-7133. This return authorization number must appear on the outside of the shipping package for your return to be processed correctly.

Vast Companies, LLC  
Attn: Returns Manager  
Return Authorization Number \_\_\_\_\_  
319 W. Fourth Street, Suite 300, Cincinnati, OH 45202

Include your name, address, home phone number and return authorization number on the original packing list.

### **Returning a Vast Companies Phone:**

A Vast Companies phone purchased online at [www.vastphone.com](http://www.vastphone.com) may be returned within 14 calendar days from the date that the equipment was received. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a refund of the purchase price. All unused airtime purchased online with a handset will be refunded. Please contact Customer Care to obtain a return authorization number at (800) 501-7133. This return authorization number must appear on the outside of the shipping package and on the receipt for your return to be processed correctly.

Vast Companies, LLC  
Attn: Returns Manager  
Return Authorization Number \_\_\_\_\_  
319 W. Fourth Street, Suite 300, Cincinnati, OH 45202

Include your name, address, home phone number and return authorization number on the original packing list. The credit card used at the time of purchase will be credited 10-15 days after the returned handset is received.

Equipment purchased online beyond 14 days from the date that the equipment is received is not refundable.

All mobile phones purchased at a retail location, online at [www.vastphone.com](http://www.vastphone.com), or provided to you through our Lifeline Assistance program include a one-year warranty from the original equipment manufacturer or, in the case of refurbished handsets, us. If you experience a handset malfunction, call Vast Communications at (800) 501-7133. Defects due to misuse or abuse are not covered under any warranty.

### **Lost or Stolen Equipment**

If your mobile phone is lost or stolen, you are responsible for charges incurred until you notify us of the loss of your mobile phone by visiting our website at [www.vastphone.com](http://www.vastphone.com) or by calling Vast Communications at (800) 501-7133. Upon receiving notice that your mobile phone is lost or stolen, Vast Communications will suspend your account. If you do not either activate a new Vast Communications phone or notify us that you have found your old mobile phone within 60 days of the suspension of your account, your account will be deactivated, you will lose your Vast Communications phone number and Vast Communications will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account.

### **Mobile Phone Number**

The mobile phone number we provide for your use is and will remain the property of Vast Communications. We may give the mobile phone number to another customer without telling you if you cancel your service with Vast Communications in order to use another mobile service (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), or if your account expires and is deactivated. We may also change your mobile phone number at any time, although we will notify you prior to any change. You can request to change your mobile phone number up to three times each year. Any request beyond that will incur a \$5 processing fee for each additional request.

### **Keeping Your Old Mobile Phone Number**

Depending on where you live, you may transfer an existing wireless or wireline carrier telephone number to your Vast Communications service for use as your mobile phone number. To switch an existing phone number to Vast Communications, contact Vast Communications at (800) 501-7133. Before you call, please have a bill from your existing wireless or wireline carrier available. When you switch from another wireless carrier to Vast Communications, you may have to pay a termination penalty to your former carrier if you terminate your contract early. Vast Communications will not reimburse you for any termination fees imposed by other carriers. You will not be able to switch your area code without receiving a new local number from Vast Communications as well.

## **Acceptable Use of Vast Communications Products and Services**

You may not use Vast Communications' service for any illegal purpose, including to harass, threaten, abuse, defame, or slander any individual or entity. You may not use our service in a manner that interferes with another Vast Communications or Vast Companies customer's use of our service. You may not use, or attempt to use, Vast Communications' service for profit or any other gain, including, but not limited to, selling, attempting to sell, or in any way transferring to a third party any service from Vast Communications.

Vast Communications and its business partners provide messages, data, information, music, games, images, text or other material for your private, non-commercial use only. You may not sell or resell this Data Content. You may not upload and transmit or broadcast this Data Content in public places. These uses are expressly prohibited by Vast Companies, LLC. You will be solely responsible if you engage in any unauthorized use of this Data Content.

### **Content Objectionable or Offensive to Third Parties**

You may not publish, copy, reproduce, upload, download, post, distribute, edit, modify, or otherwise transmit ("post") any content that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, harassing, threatening, abusive, harmful, or otherwise objectionable, or that infringes upon or otherwise violates others' rights, including privacy rights.

### **Unlawful Content**

You may not post any content that encourages or is in furtherance of an unlawful, criminal, or fraudulent activity or that violates any Vast Communications rule or policy.

### **Soliciting Information**

You may not post any content that solicits any information from other customers or involves any commercial activities, including advertisements.

### **Infringing Content**

You may not post any content that may infringe on or otherwise violate any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any person. Infringement may result from the unauthorized copying, posting, editing, modifying or distributing of any content, including ringtones, graphics, pictures, photographs, logos, software, articles, music, games, or videos. By posting any content, you represent that you have legal rights to use, distribute and publish such content.

### **Harmful Content**

You agree not to post any content that contains viruses, worms, time bombs or other similar programs that would interfere with or disrupt our provision of services.

### **Removal of Objectionable Content**

We reserve the right, in our sole discretion, to remove or delete any content that you post on our service that violates these Terms of Service or is otherwise deemed objectionable

by us in our sole discretion. We may delete content that you have downloaded to your personal vault or limit the amount of content that you may download during any given period.

#### Suspension or Termination of Service

We reserve the right to issue a warning and to suspend or terminate your access to www.vastphone.com website, any other website we operate, or to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of Vast Communications, or for any other reason in our sole discretion.

#### Storage of Content

Some content may not be stored or processed because of personal vault memory limitations. You agree that Vast Communications is not liable for the deletion of or failure to store content, and, in compliance with these terms, you should store photographs and other information permanently by using another means, such as a CD-R or personal computer. Content may expire within 60 days of its original download or use unless you otherwise request its retention and/or preservation. A password may be required to use Downloads or to access the contents of your personal vault. Use of Downloads requires the use of a compatible mobile phone or other device and is subject to certain functionality limitations such as memory, processor speed, and graphics capability. Not all applications will work on all Vast Communications phones and equipment, and some applications may not be available in all areas. Use of certain Downloads applications may require the disclosure of personal information subject to the policies of the companies that offer such applications. We also disclose to third parties any content necessary to respond to claims that such content violates the rights of third parties or to protect the rights and property of Vast Communications.

#### Location-Based Services

Location-based information is information that indicates the location of your Vast Communications phone. When you turn on your mobile phone, your device automatically communicates with our network and relays its current location unless you have turned off your handset's location functionality. The accuracy of location-based services may be affected by circumstances beyond our control, including atmospheric, geographic or topographic conditions. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location, or that service will be provided without interruption.

By using our location-based services, you consent to have us electronically collect, monitor and track your physical location and the location of your mobile phone. We collect and disclose your location information only to provide you with the location-based services you have requested, or in emergency situations as prescribed by law. If you allow others to use your Vast Communications phone, you are responsible for informing these users that their location information may be collected or disclosed. We will not provide your location information to third parties without your consent other than

as prescribed by law.

If you wish to change your privacy options for the use of your location information, or if you no longer wish to use our location-based services, please change the settings on your mobile phone by going either to (1) Menu > Settings > Network > Location or (2) Menu > Tools&Settings > Others > Location, depending on your mobile phone. Changing your privacy options or terminating our location-based services will not affect the status of any other services you receive from us. Any information that is collected, monitored or tracked regarding your physical location or the location of your mobile phone will not be retained longer than is necessary to provide the location-based services you have selected. For further information regarding your privacy options in connection with your use of Vast Communications services go to <http://www.vastphone.com/privacy-policy>.

### **Vast Communications Website**

You may use our website located at [www.vastphone.com](http://www.vastphone.com) to manage your account, make payments, view our content and learn more about our products and services. Any use of the Vast Communications website is subject to the terms set forth in the Terms of Website Use and Privacy Policy, which are available on our website at [www.vastphone.com](http://www.vastphone.com).

### **Teletype (“TTY”) Access**

For information concerning TTY access for the hearing-impaired, please contact Vast Communications at (800) 501-7133.

### **Pay-Per-Call Services**

Vast Communications will not directly complete any calls to 1-900, 1-976 or other pay-per-call services.

### **Safety and Security**

Vast Communications is not responsible for the content or security of voicemail, messages or contact lists you create. We urge you to create a password to access your voicemail.

Always use your device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your mobile phone to send text messages. Always use your Vast Communications phone in accordance with all applicable laws and regulations.

### **Use of Your Customer Information**

When you agree to these Terms of Service, you also agree to the terms of our Privacy Policy (available at [www.vastphone.com](http://www.vastphone.com)). This policy may change from time to time and

includes important information on what data we collect about you, how we use this data and with whom we share that data.

In the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We always will handle this data, so-called “Customer Proprietary Network Information” (“CPNI”) in accordance with Federal Communications Commission regulations, federal consumer privacy laws and the Vast Communications Privacy Policy. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure. Except as contemplated by the Privacy Policy, we will not intentionally share your personal information without your permission. We may, from time to time, use the information you provide us to market services to you that may be related to our service offerings.

To comply with appropriate legal process, Vast Communications may disclose to law enforcement authorities and governmental agencies any information, including your name, account history, account information, or other transmission data properly requested by law enforcement.

### **Dispute Resolution**

Vast Communications and you each agree to contact each other first with any disputes. You must contact us with any dispute by calling Vast Communications at (800) 501-7133 or writing us at Vast Communications, 319 W. Fourth Street, Suite 300, Cincinnati, OH 45202, Attn. Executive Escalations, and providing a description of the problem, all relevant documents/information and the proposed resolution. We will contact you at the last address that you have provided us or on your mobile phone. We each agree to negotiate in good faith to resolve any dispute. You agree to pay all amounts reflected on your account statement, even while a dispute is being resolved.

### **No Trial by Jury**

To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding.

### **Limitation of Liability**

Unless prohibited by law, Vast Communications and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that Vast Communications and its business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. Vast Communications assumes no

risk or responsibility for your use of any of the content provided as part of our services. We are not liable for (1) any act or omission of any other company furnishing a part of our service or any equipment provided for such service, (2) errors or omissions of any vendors participating in offers made through us, (3) any damages that result from any product or service provided by or manufactured by third parties, or (4) any unauthorized or disputed charges for Vast Communications services that appeared more than 15 days earlier on your online account statement and which you did not properly dispute within 15 days after the charge was posted to your account. You acknowledge that no fiduciary or other special relationship exists between you and Vast Communications, by virtue of these Terms of Service or your use of Vast Communications phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from you address book, or data content or messages from your voicemail system.

### **Indemnification**

You agree to indemnify and hold harmless Vast Communications and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from your use of Vast Communications products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

### **Warranties**

We do not manufacture our mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

### **Effect of Terms of Service**

These Terms of Service supersede all oral or written communications and understandings between you and Vast Communications with respect to our products and services to you and the terms under which they are offered and provided to you. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of

Service are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms of Service. No provision of these Terms of Service provides any person or entity not a party to these Terms of Service with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third-party beneficiary rights.

Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of Oklahoma, except in the case of a customer resident in the State of California, in which case such disputes shall be within the exclusive jurisdiction of the federal or state courts of or in the California county in which the customer primarily uses Vast Communications' service.

### **Notices**

You may notify us by mail (Vast Communications, 319 W. Fourth Street, Suite 300, Cincinnati, OH 45202), phone ((800) 501-7133) or electronic means via our website at [www.vastphone.com](http://www.vastphone.com). Notices will be considered effective after we receive them. If you are unable to resolve your concerns with Vast Communications, you may file a complaint with the Federal Communications Commission, Washington, DC 20554. Any notice we send you will be sent to your last known residence or electronic address as shown on our records, or via text message to your Vast Communications phone.

### **Export**

You agree to comply with all trade regulations and export control laws, both domestic and foreign. Vast Communications phones, equipment, software, and any underlying information accessed or transferred by you using our services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any Vast Communications phones, equipment, or software to any foreign country. Any information transferred by you using Vast Communications' services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

### **Trademarks and Licenses**

The Vast Companies brand and family of marks are registered trademarks used under license by Vast Companies. You agree not to infringe, misappropriate or otherwise violate the intellectual property rights of Vast Companies or its underlying carrier. You agree that a violation of this paragraph causes harm that cannot be fully redressed by monetary damages, and that in the event of such violation or threatened violation, Vast Companies is entitled to immediate injunctive relief, without posting a bond or additional security, in addition to all other rights and remedies available.

## **Exhibit D**

### **Key Management Profiles**

#### **Stephen A. Sherman – General Manager**

Steve received a Bachelor's Degree from the University of Michigan, where he graduated with high distinction, and both JD and MBA Degrees from the University of Santa Clara. Steve has been a practicing attorney in Oklahoma City for over 30 years, with a focus on real estate and business matters. His clientele includes many of the largest and most active local, and national, real estate companies, including brokers, management companies, developers, and “mom and pops” in real estate and related businesses. Steve spent the first 10 years plus of his law practice in litigation activities, both at the state and federal court levels, prior to focusing on real estate and business matters.

Over the years Steve has served on numerous boards of profit and not-for-profit/civic organizations, and has owned and operated various businesses in the oil and gas, farming, and commercial and residential real estate fields.

Steve has been a Real Estate Commissioner at the Oklahoma Real Estate Commission since 2003, serving as its Chairman during 2011 – 2012. Additionally, Steve has served for over 15 years as the Associate Municipal Judge in Nichols Hills, Oklahoma, a small incorporated township surrounded by Oklahoma City.

Steve will provide a solid foundation for the Vast Companies, its endeavors in the challenging and ever changing telephone industry, and the coordination of the first-class management team and third party providers assembled by Vast.

## **Patrick McDonough – Director of Operations**

Pat's professional background includes extensive experience in the telecommunications and financial services industries.

Before joining Vast Companies as its Director of Operations, Pat was managing partner in a consulting firm (Howard Roark Consulting), specializing in the telecommunications industry. In that capacity, he built new wireless operations and established Lifeline programs for clients. Pat took a senior management position with one of Howard Roark Consulting's largest clients, i-wireless. During his tenure at i-wireless, Pat held positions as General Manager of its Lifeline division, Access Wireless, Chief Operating Officer and Chief Financial Officer. Pat worked with i-wireless since it was formed in 2005, helping to build it from the ground up. Pat left i-wireless in June of 2011.

Prior to starting Howard Roark Consulting, Pat worked at regional carrier Cincinnati Bell from 1999 to 2005, serving as Controller and then Chief Financial Officer of its wireless division as well as Director of Financial Planning and Analysis for the entire \$1.2 billion organization. In this role, he helped lead dramatic growth and engineered the launch of new markets and new products.

Prior to working in the telecommunications industry, Pat worked for 10 years in the financial services industry, most recently as Vice President and Controller of a \$2.5 billion financial services company.

With over 20 years of management expertise, Pat is a well-respected professional with a proven track record of driving business results and leading organizations to substantial growth.

## **Regan Williams, CPA, MBA – Director of Finance and Accounting**

During college, Regan worked in and ran a successful family business. Since becoming a certified public accountant in 1997, Ms. Williams has worked both in public and private accounting. She has had the opportunity to work in and advise clients from a wide variety of business sectors including those from the oil and gas, legal, multi-state retail operations, telecommunications, marketing, and advertising industries. This experience has been instrumental in refining the skills needed to run and manage businesses while analyzing opportunities for growth and improvement. Regan earned a professional reputation for efficiency, competence, and a commitment to her clients and the dedication to resolve problems.

Regan enjoys challenges and gains satisfaction in a job well done. She is very detailed oriented, which is ideal for ensuring compliance with regulatory requirements. She has a strong interest in community and family and looks for opportunities to give back through missions and outreach.

## **Wilma Journeycake Rickey – Director of Sales & Marketing**

As a legal professional, Wilma has been responsible for all aspects of business operations, employee management, and client interaction at the same law firm for the past 12 years. Wilma has jointly managed and supervised others in the firm's general accounting functions including invoicing and billing, personnel, and maintenance and processing of client records and files.

Wilma has provided legal assistance in numerous types of transactions, including those involving the acquisition, sale and leasing of hundreds of real properties in both Oklahoma and across the nation, including office buildings, shopping centers and commercial and residential subdivisions. This experience will serve Vast Communications well as we seek commercial locations to serve both retail and Lifeline customers.

Wilma has a reputation for unparalleled organizational skills, is detail oriented and has demonstrated a commitment to excellence. She has the proven ability to accomplish any and all tasks in a fast-paced environment, through advanced multi-tasking abilities, with precision and efficiency. Wilma has been instrumental in the growth and success of various business endeavors, including the law firm where she currently is employed. Wilma has built relationships within the Tribal community, both locally and nationally, including a former Director of the Bureau of Indian Affairs.

## Exhibit E

### Proposed Service Offering

Rate Plan	Retail	Non-Tribal Lifeline	Tribal Lifeline
250 minutes	\$15.00	Free	n/a
1,000 Minutes/1,000 Texts/1,000 KBs	\$40.00	\$25.00	Free
Unlimited Voice	\$40.00	\$25.00	Free

#### **Option 1: 250 Minute Plan\***

250 anytime minutes per month

Net cost to Lifeline customer: **\$0 (Free of Charge); not available to Tribal Lifeline customers**

Additional usage priced at:

- 10 cents per minute
- 5 cents per text message (inbound and outbound)
- 5 cents per 1,000 Kilobytes (KB) of data

#### **Option 2: 1,000 Minutes / 1,000 Texts / 1,000 Kilobytes of Data\***

1,000 anytime minutes, 1,000 text messages (inbound and outbound), and 1,000 Kilobytes (KB) of data per month

Net cost to Lifeline customer: **\$25; \$0 (Free of Charge) to Tribal Lifeline customers**

Additional usage priced at:

- 10 cents per minute
- 5 cents per text message (inbound and outbound)
- 5 cents per 1,000 Kilobytes (KB) of data

#### **Option 3: Unlimited Voice Plan\***

Unlimited anytime minutes per month

Net cost to Lifeline customer: **\$25; \$0 (Free of Charge) to Tribal Lifeline customers**

Additional usage priced at:

- 5 cents per text message (inbound and outbound)
- 5 cents per 1,000 Kilobytes (KB) of data

**\*All Plan options include:**

- A free handset
- Free Voicemail, Caller ID and call waiting
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Free Directory Assistance (411) calling
- Free Domestic Long Distance

**Limitations:** Minutes do not rollover to the next month