

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

_____)	
In the Matter of)	
)	
Telecommunications Carriers Eligible To)	WC Docket No. 09-197
Receive Universal Service Support)	
)	
Lifeline and Link Up Reform and)	WC Docket No. 11-42
Modernization)	
_____)	

SAFETEL, LLC COMPLIANCE PLAN

J. David Jacobson
JACOBSON & LAASCH
Attorneys at Law
212 East Second Street
Edmond, Oklahoma 73034
(405) 341-3303

John T. Nakahata
WILTSHIRE & GRANNIS, LLP
1200 18th Street, NW, Suite 1200
Washington, D.C. 20036
(202) 730-1320
jnakahata@wiltshiregrannis.com

Counsel for SafeTel, LLC

December 17, 2012

TABLE OF CONTENTS

I. BACKGROUND3

SAFETEL, LLC COMPLIANCE PLAN

II. POLICY6

III. UNRESTRICTED ACCESS TO BASIC AND E911 SERVICES AND CERTIFICATION OF SUCH ACCESS.....6

IV. CERTIFICATION AND VERIFICATION OF LIFELINE CUSTOMERS’ ELIGIBILITY7

 A. Policy7

 B. Initial Enrollment Eligibility Verification and Certification Procedures8

 1. In-Person Enrollment10

 2. Online Enrollment.....12

 3. Enrollment Through Toll-Free Number.....14

 4. Lifeline Training for SafeTel Personnel15

 5. Acceptable Program Eligibility Documentation16

 6. Acceptable Income Eligibility Documentation.....17

 7. Preparation of Form 49717

 C. Procedures for Re-Verification of Ongoing Consumer Eligibility18

 D. De-Enrollment for Ineligibility21

V. ADDITIONAL MEASURES TO PREVENT WASTE, FRAUD, AND ABUSE .22

 A. Usage Requirement22

 B. Consumer Education with Respect to Duplicates.....23

 C. Internal Audit and Compliance Training for SafeTel Customer Service.....24

VI. LIFELINE AND NON-LIFELINE OFFERINGS25

VII. DEMONSTRATION OF FINANCIAL AND TECHNICAL ABILITY TO PROVIDE LIFELINE SERVICES26

VIII. CONCLUSION29

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

_____)	
In the Matter of)	
Telecommunications Carriers Eligible To)	WC Docket No. 09-197
Receive Universal Service Support)	
Lifeline and Link Up Reform and)	WC Docket No. 11-42
Modernization)	
_____)	

SAFETEL, LLC COMPLIANCE PLAN

SafeTel, LLC ("SafeTel" or the "Company") is a telecommunications carrier and existing facilities-based wireline eligible telecommunications carrier ("ETC") seeking further designation as a wireless ETC for the limited purpose of offering prepaid wireless service supported by the Lifeline program. SafeTel seeks to avail itself of the Federal Communications Commission's ("Commission") grant of forbearance from the "own-facilities" requirement contained in Section 214(e)(1)(A),2 subject to certain conditions set forth in the Commission's *Lifeline Reform Order*.¹ Accordingly, SafeTel hereby files a compliance plan "providing specific information regarding the carrier's service offerings and outlining the measures the carrier will take to implement the obligations contained in [the] Order,"² and requests Commission approval of this Plan.

¹ See *Lifeline and Link Up Reform and Modernization; Lifeline and Link Up; Federal-State Joint Board on Universal Service; Advancing Broadband Availability Through Digital Literacy Training*, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11, 27 FCC Rcd. 6656, 6813 ¶ 368 (2012) ("*Lifeline Reform Order*").

² *Id.*

This Compliance Plan details the policies, procedures and training programs SafeTel has developed to guard against waste, fraud, and abuse in the Lifeline program, to provide a detailed description of how it will offer its wireless service, the geographic areas in which it will offer service, and a description of its various planned wireless Lifeline service plan offerings, including subscriber rates, number of minutes included, and types of plans available. This Plan also sets forth SafeTel's technical and financial qualifications to provide prepaid wireless Lifeline services.³

SafeTel plans to target currently unserved/underserved populations. A substantial market segment has not yet been reached by current ETCs. As a result, millions of eligible citizens need Lifeline-supported services but are not currently served by the program. SafeTel has partnerships and established marketing outreach experience to reach this underserved population. This effort, together with SafeTel's procedures to prevent duplicate subsidies, will serve the important public policy goals of the program to extend critical services to Americans with the greatest needs.

SafeTel's business model, ethos, and objectives support the Lifeline program and its goals. SafeTel's commitments to comply with the Commission's Lifeline rules serve the program and allow the Company to invest its capital in consumers who meet program eligibility requirements now, but who require reliable, innovative, high-quality services for the long haul. SafeTel is continuously refining and improving its practices and procedures for satisfying all of the Commission's Lifeline requirements in order to build a successful Lifeline business that serves customers with the greatest needs.

³ See *id.* at 6816 ¶ 379.

I. Background.

SafeTel is an Oklahoma corporation with its headquarters located in Oklahoma City, Oklahoma. SafeTel is competitive local exchange telecommunications carrier certificated to provide telecommunications services throughout the States of Oklahoma and Texas; it was certified in Oklahoma on December 21, 2010 and in Texas on December 15, 2011.⁴ As a wireline carrier utilizing Unbundled Network Elements (“UNEs”), SafeTel was designated as an Eligible Telecommunications Carrier (“ETC”) by the Oklahoma Corporation Commission by Order No. 586901, issued July 5, 2011, in Cause No. PUD 201100068 and has provided wireline Lifeline service to Oklahoma consumers since that time. SafeTel has not sought ETC designation in Texas for its wireline services. SafeTel serves approximately 6,000 wireline customers, the majority of whom receive its Lifeline service offering.⁵ SafeTel plans to become a provider of wireless telecommunications services, in addition to its wireline services.

SafeTel has no affiliates providing telecommunications. SafeTel has two non-telecommunications affiliates, Oklahoma Millworks, Inc. and Argent Consulting Services, Inc, which are owned, respectively, by each of Safetel’s managing members. Oklahoma Millworks, Inc. is a millwork manufacturing and services installation company based in Guthrie, Oklahoma. Argent Consulting Services, Inc., is a process engineering and management consulting firm based in Oklahoma City, Oklahoma, providing services to numerous Fortune 100 companies in

⁴ SafeTel has applications for authority to provide service in Arkansas and Louisiana, but is not currently actively pursuing that certification. SafeTel does not currently offer international service, and thus does not hold a Section 214 authorization for international service. SafeTel does not anticipate providing international service to its wireless subscribers, and, were it to change its plans, will obtain a Section 214 authorization for international service prior to doing so.

⁵ SafeTel is in the process of recertifying those existing wireline Lifeline customers who it served as of June 1, 2012. SafeTel anticipates completing that recertification process by the Commission’s December 31, 2012 deadline.

over thirty different countries.

SafeTel is seeking supplemental ETC designations so that it can expand initially to provide Lifeline wireless services, including domestic and international voice services, to low-income customers in Oklahoma, both on tribal and non-tribal lands, and possibly other states at a later date.⁶ SafeTel will operate as a mobile virtual network operator or MVNO and provide service by way of network carrier contracts with another reseller to obtain capacity on the networks of underlying carriers such as Sprint and Verizon. SafeTel does not yet have those contracts in place, but has received and is reviewing bids to provide this service to SafeTel. SafeTel also anticipates negotiating a contract with a reseller of a national, facilities-based GSM provider. The multi-carrier wireless network platform will provide robust wireless service coverage across SafeTel's entire ETC footprint.

SafeTel wireless services will integrate technical, infrastructure, and business operations in a reliable environment with features and capabilities that include:

- multiple underlying facilities-based wireless carrier networks (Sprint, Verizon, GSM);
- an integrated operating system, which includes provisioning, inventory management, interactive voice response ("IVR") systems, billing, reporting;
- device certifications, procurement, warehousing, logistics;
- program management and marketing;
- additional features to enhance user experience, such as free 411; and
- access to reload locations, ensuring that ETC end user customers will be able to purchase additional services to complement their subsidized services.

As a wireline carrier, SafeTel maintains a network of retail and service outlets that operate store fronts through which SafeTel's telecommunications services are distributed to eligible customers. For prepaid wireless service, SafeTel plans for its employees to focus on

⁶ SafeTel will not be providing Link Up discounts or seeking Link Up support.

event marketing and distribution, creating neighborhood events to build awareness of the Lifeline program and to distribute phone services to eligible consumers.

SafeTel is experienced in providing broadband data access to consumers across the country by way of its wireline operations. SafeTel is poised to play a part in achieving the Commission's goal of expanding broadband access to low-income consumers by way of its planned wireless operations. SafeTel understands that low income consumers are not early technology adopters. Accessibility and ease of use of SafeTel's products, services and systems allows low-income consumers to take advantage of the power of wireless technology so that the digital divide can be closed. Adding data to phone plans is a growing trend in the low-income base of customers, but, as the Commission recognizes, lags behind the national norm.

Because the Company already has statewide distribution channels and activation processes in place in Oklahoma, it is ready to offer broadband access services to low-income consumers via wireless services in concert with its wireline services. The Company will have competitive billing plans for smart phones and other devices, including the ability to bundle data services on smart phones along with voice and text services. Because of the Company's multi-channel, multi-partner approach, it will have the ability to reach eligible consumers throughout the country. In addition, SafeTel will advertise the availability and prices of its services through a variety of mediums, including online advertising, direct marketing campaigns, print advertising, event-based distribution, seminars, lectures, pamphlet distribution, and meetings with government agencies.

Compliance Plan

II. Policy.

SafeTel will comply with all certification and verification requirements for Lifeline eligibility set forth in the *Lifeline Reform Order*; the Commission's Lifeline rules and policies; the requirements, rules, and policies governing the provision of Lifeline service to eligible subscribers residing on reservations or Tribal lands; the provisions of this Compliance Plan; and all laws and regulations governing SafeTel's provision of Lifeline-supported prepaid wireless services to customers in Oklahoma, and any other states in which SafeTel subsequently obtains ETC designation.

III. Unrestricted Access to Basic and E911 Services and Certification of Such Access.

In the *Lifeline Reform Order*, the Commission stated that forbearance from the "own-facilities" requirement is conditioned on the carrier "providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes [and] 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."⁷ Moreover, wireless resellers have an independent obligation to provide access to basic and E911 service, to the extent that the underlying facilities-based licensee has deployed the facilities necessary to deliver E911 information to the appropriate Public Safety Answering Point.⁸ Resellers also have an independent obligation to ensure that all handsets or other devices offered to their customers for voice communication are location capable.⁹

⁷ *Lifeline Reform Order* at 6814 ¶ 373.

⁸ *See* 47 C.F.R. § 20.18(m).

⁹ *See id.*

All SafeTel Lifeline 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 SafeTel handsets regardless of the activation status and availability of minutes. Further, SafeTel will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing SafeTel customer does not have an E911-compliant handset, the Company will replace it with an E911-compliant handset at no charge to the customer. SafeTel will only distribute E911 compliant handsets.

IV. Certification and Verification of Lifeline Customers' Eligibility.

SafeTel proposes the following Compliance Plan to implement the certification and verification conditions outlined in the *Lifeline Reform Order*. SafeTel intends to keep these measures in effect until the Commission implements its planned national eligibility database.

A. Policy

SafeTel will comply with all certification and verification requirements for Lifeline eligibility established by Oklahoma and any other state where, in the future, it is designated as an ETC. In states where there is no state or federal eligibility database, and in which the state does not conduct eligibility determinations, SafeTel will obtain certification of eligibility at the outset and will verify consumers' Lifeline eligibility in accordance with the Commission's requirements for such customer certifications. SafeTel shares the Commission's concerns about the potential abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent SafeTel's customers from engaging in such abuse of the program, inadvertently or intentionally.

B. Initial Enrollment Eligibility Verification and Certification Procedures.

SafeTel will implement a multilayered process to ensure that all wireless Lifeline customers that it enrolls are, in fact, eligible for Lifeline service, and that either they or another member of their household is not already receiving Lifeline service. This multilayered process applies regardless of the mode of customer intake (i.e., whether in person, by mail, by Internet, by phone, or through a SafeTel store) and includes specific training for sales personnel who will be assisting customers, use of software and systems obtained from CGM, LLC (“CGM”), including access to CGM’s database of over 2 million current Lifeline subscribers, and quality assurance/audit review by company personnel for each application.

Although the specific process for each means of customer contact and application intake differs slightly, as detailed below, regardless of the means of intake, consumers will be provided with written information describing SafeTel's Lifeline program, including eligibility requirements, and with instructions for enrolling and an application form requiring the customer to make the required certifications under penalty of perjury and containing the disclosures required to be made to the customer by SafeTel. Consumers who are not enrolled in person will be directed, via company literature, collateral, or advertising, to a toll-free number and to the Company's website, which will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Except in states in which applicants are enrolled through a designated state agency, SafeTel will have direct contact with all customers applying for Lifeline service, either in person through its employees or agents, or via the telephone (including facsimile) or mail.

SafeTel's application form, and any similar computer screens or IVR menus used to

enroll consumers, will identify that it is a “Lifeline” application.¹⁰ The enrollment form will include a place where the applicant must certify by his or her signature under penalty of perjury that the applicant meets the relevant criteria and that the applicant's representations are true and correct. Applicants will also be required to check-off or initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements-including a statement to the effect that to the best of his or her knowledge, the applicant is not receiving Lifeline-supported service from any other Lifeline provider. Penalties for perjury will be clearly stated on the certification form. The certification will also contain language stating that a violation of the one-per-household requirement constitutes a violation of the Commission's rules and will result in the consumer's de-enrollment from the program, and could result in criminal prosecution by the United States government. Although the exact wording of the disclosure statements described above may vary on a state-by-state basis, depending on state-specific requirements or consultations with relevant state agencies, SafeTel plans for the disclosures to be consistent with and include the following information or certification of understanding by the customer: (1) The information contained within the application for service is true and correct. Providing false or fraudulent documentation in order to receive assistance is punishable by law or de-enrollment from the Lifeline service program; (2) Lifeline is only available for one benefit per household, whether landline or wireless; (3) Lifeline service may not be transferred to any other individual, including another eligible low-income consumer; (4) The customer will be required to verify continued eligibility for SafeTel's Lifeline service at any time and that failure to do so will result in termination of Lifeline benefits; (5) SafeTel must be notified within 30

¹⁰ A copy SafeTel’s application form is Exhibit A, attached. The application form contains all of the information required by Appendix C to the *Lifeline Reform Order*.

days if the customer ceases to qualify for Lifeline service or if the customer has a question as to whether the customer still qualifies for Lifeline service.

1. In-person enrollment.

Whether at special marketing events or at storefront locations where SafeTel services will be offered, SafeTel personnel will fully explain the eligibility requirements for the program, including participation in a qualifying program or earning income below 135% of the Federal Poverty Guidelines and will verify the individual's eligibility. The SafeTel employees will also explain the program limitation of one Lifeline service per household, as well as the 60-day usage requirement and the requirement for the applicant to contact SafeTel within 30 days if he or she ceases to be eligible for the program under which they qualified, ceases to have household income under 135% of the Federal Poverty Guidelines, if any person in the household obtains or has another Lifeline service such that the household would have more than one Lifeline service, no longer qualifies for Lifeline support, or changes residential address. In order to ensure potential customers are fully informed about the Lifeline program and the eligibility process, SafeTel will provide a sufficient number of employees to fully explain the application and eligibility process with applicants, answer questions, identify appropriate documents and otherwise assist customers in preparing for the application/eligibility step. SafeTel employees will educate potential subscribers and explain the application process. Employees are instructed that the company has zero tolerance for waste, fraud, or abuse, and that they should notify a team leader immediately if they suspect that anyone might be providing false information or attempting to obtain a duplicate Lifeline benefit for themselves or within the same household.

SafeTel representatives will confirm that no member of the individual's household currently receives a Lifeline benefit from another carrier. The representative will mention the

brand name of major ETCs' Lifeline offerings to assist applicants in determining whether they already receive a Lifeline benefit. The representative will reiterate that Lifeline is a government benefit, and that providing false information could subject the applicant to consequences including penalty under perjury. SafeTel will also require the applicant to provide a form of identification to confirm their identity.¹¹

After an applicant has completed the enrollment form, a representative will check the CGM database and, when implemented, the National Lifeline Accountability Database or any applicable state database. The CGM database dip is done simultaneously with customer sign-up through an API connection between SafeTel's provisioning platform and CGM. With the CGM database, all applications will be processed against the only national database compiled with over 2 million current ETC Lifeline subscribers. This real time review will identify two types of duplicate applications: individual duplicate (*i.e.* same SSN, Name, DOB, etc.) or duplicate residential addresses. If the entire record is a duplicate, the applicant will receive a message that the application has been rejected. If the residential address is a duplicate, the applicant will receive instructions regarding the definition of household and will be asked whether the applicant is a member of a separate household residing at the same address and to complete SafeTel's version of the form created by USAC to certify that he or she resides in a separate

¹¹ SafeTel will ask the applicant to provide one of the following forms of identification:

- State Issued Driver's license;
- State Issued Photo Identification card;
- US Passport;
- Government issued Military ID;
- US Bureau of Indian Affairs photo ID;
- Tribal photo ID;
- Oklahoma gun permit;
- Pilot license.

household.¹²

Upon completion of the application, all application forms and relevant documentation will be reviewed under the Company's supervision by managers experienced in the administration of the Lifeline program. This will include real time review of application submissions during live events. In addition, SafeTel's internal quality assurance/audit team will provide another layer of review on each application (*i.e.*, handwriting, submission locations, timing) to identify abuse and carry out disciplinary action. Specialized review personnel will ensure by visual verification that the potential customer and the SafeTel employee or agent was presented with proper proof of eligibility. Application forms will include a box that allows for documentation of the type of eligibility proof reviewed. SafeTel will maintain a record of the type of documentation reviewed to determine eligibility, but will not keep the documentation itself.

Finally, once SafeTel has checked its and CGM's database for duplicate Lifeline subscriptions and has reviewed the applicant's proof of eligibility, SafeTel employees or other representatives will review with the customer instructions in the welcome packet for activating the service or, if the customer explicitly requests, will activate the handset at that time. SafeTel will not seek Lifeline reimbursement until the customer has activated the handset.

2. Online Enrollment.

SafeTel will also be promoting sign up through online outreach, using search engine optimization and targeted ad placement to reach eligible low-income consumers. To apply for a SafeTel Lifeline service online, a customer will fill out an application online, providing the same information that an in-person Lifeline applicant would provide. The Company will accept

¹² A copy of this form is attached as Exhibit B.

electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006, and any applicable state laws, and may verify consumers' signatures via IVR systems. The forms and screens will clearly explain all relevant legal eligibility requirements, as well as the 60-day non-usage requirement and the requirement for the applicant to contact SafeTel within 30 days if he or she ceases to be eligible for the program under which they qualified, ceases to have household income under 135% of the Federal Poverty Guidelines, changes residential address, or if any person in the household obtains or has another Lifeline service such that the household would have more than one Lifeline service.¹³

With respect to proof of Lifeline eligibility, if the state has an eligibility database, a SafeTel employee will simply query the state database to determine eligibility. In all other states, the prospective customer will either upload the application forms and proof of eligibility (whether for program participation or of income level) from scanned documents, or print-off a Document Submission worksheet listing the necessary documents and mail the documents to SafeTel.

When SafeTel receives the prospective customer's application and supporting documentation, it then conducts the same verification reviews as with respect to in-person applications. The applicant's name (and other identifying information) and address will be checked against SafeTel's own customer records as well as the CGM database of Lifeline subscriptions and, when implemented, the National Lifeline Accountability Database or any applicable state database. In the absence of a state eligibility database, the applicant's proof of

¹³ SafeTel cannot create these screens until it has selected a network vendor. However, these on-line forms will collect the same information, certifications and consents, and make the same disclosures, as the written application, *see* Exhibit A, attached.

eligibility will be reviewed in the same manner as for in-person applications, with reviews conducted by specially-trained managers, who will document on the application the type of proof that was reviewed. In addition, as with in-person applications, the quality assurance team will also check for other indicia of suspicious applications.

Once the prospective customer is successfully verified by SafeTel, SafeTel will enroll the customer in the service plan selected by the customer, and then mail the selected handset to the customer. Along with the handset comes a welcome packet with instructions for activating the service. SafeTel will not mail handsets that are pre-activated. SafeTel will not seek Lifeline reimbursement until the customer has activated the handset by following the instructions detailed therein or by making an outgoing call.

3. Enrollment through toll-free number.

As a potential third option, SafeTel may, at some point, permit potential subscribers to initiate applications for Lifeline service through a SafeTel toll-free number. SafeTel, however, does not plan to implement this form of enrollment in the near-term. If and when it does so, SafeTel will use an IVR system that will record the responses to each of the questions, certifications and consents on the written application form. The IVR script will also emphasize the "one Lifeline benefit per household" restriction through its interaction with the activating customer as well as review the 60 day non-usage rule and Annual Recertification requirements. If a customer wants more information, they will be passed to a live call center operator. SafeTel's sales training materials for in-bound call centers will include a discussion of the one benefit per household restriction and the need to ensure that the customer is informed of this restriction. The Company would accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006, and any

applicable state laws, and may verify consumers' signatures via IVR systems.

Once the potential subscriber completes the IVR application, the subscriber would be instructed to mail proof of identity as well as eligibility to SafeTel. From that point, SafeTel will conduct the same enrollment and eligibility reviews as with respect to online applications, as described above.

4. Lifeline Training for SafeTel Personnel.

SafeTel will provide Lifeline-specific training to all personnel, whether employees, agents, or representatives, who interact with actual or prospective consumers with respect to obtaining, changing, or terminating Lifeline services. The training provides an explanation of the creation and purpose of the Lifeline program, the source of funds to provide access to qualified low-income consumers, program- and income-based eligibility determinations, and a detailed explanation of the one-benefit-per-household limitation. The training emphasizes the importance of clearly explaining the eligibility criteria and limitations to applicants as well as the potential consequences for providing false information on the application. Trainees learn what documentation is acceptable to verify program- or income-based eligibility and that they must be able to communicate this information clearly to applicants. Trainees are instructed to report to a supervisor if, for any reason, they feel that an individual is trying to abuse the program or falsify eligibility. Trainees must ask an applicant directly if they already have a Lifeline service and, more specifically, mention the names of major Lifeline service providers in the geographic area. Trainees are given instruction in checking the available duplicates database to confirm whether anyone else at that residential address is receiving a Lifeline benefit, and if so, to ask the applicant if multiple households reside at the same address. Trainees are also given instruction about when to provide the additional household verification form on which the applicant will

certify that his or her household is a separate economic unit and does not already receive a Lifeline benefit. Trainees are instructed on activation procedures and restrictions, including that an account may only be activated by the subscriber or upon the subscriber's express authorization to do so.

All personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on state-specific income-based or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies state-specific eligibility requirements using state-specific checklists.

5. Acceptable Program Eligibility Documentation.

Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal, or Tribal program; (2) a notice letter of participation in a qualifying state, federal, or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.

Where SafeTel personnel conclude that proffered documentation is insufficient to establish such eligibility, SafeTel will deny the associated application and inform the applicant of the reason for such rejection. In the event that SafeTel personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at SafeTel's corporate headquarters.

6. Acceptable Income Eligibility Documentation.

Acceptable documentation of income eligibility includes 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. SafeTel will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility, including collecting information on the enrollment form about what documentation the applicant presented to demonstrate program-based or income-based eligibility. As with program eligibility, where SafeTel personnel conclude that proffered documentation is insufficient to establish such eligibility, SafeTel will deny the associated application and inform the applicant of the reason for such rejection. In the event that SafeTel personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at SafeTel's corporate headquarters.

7. Preparation of Form 497.

Prior to requesting a subsidy, as part of its preparation of Form 497, SafeTel, in conjunction with CGM, will process and validate its subsidy data to prevent duplicate same-month Lifeline subsidies. Any household that is already receiving a Lifeline subsidy will automatically be prevented from receiving a second Lifeline subsidy in that same month. SafeTel will immediately de-enroll any subscriber whom SafeTel knows is receiving Lifeline-supported service from another ETC or knows is no longer eligible. Customers will be required

to notify SafeTel of a change in eligibility status, change of address, change in household membership within 30 days, or any other change in the customer's eligibility status.

Additionally, each month, 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 audits also compare all subsidy requests to SafeTel's underlying carrier invoice to ensure that subsidies are requested only for active lines. This process ensures that SafeTel does not request multiple subsidies from the Universal Service Fund.

In addition, prior to requesting a subsidy, SafeTel will ensure that the customer has activated the service in accordance with the Commission's requirements. SafeTel will provide phone activation instructions in a welcome package provided with the handset and, at events, will review these instructions with the customer. The activation process will allow the end user to proactively establish service and have an opportunity to receive additional training on the device and services available.

C. Procedures for Re-Verification of Ongoing Consumer Eligibility

As required by the Commission's *Lifeline Reform Order*, SafeTel will re-verify each wireless Lifeline customer's ongoing eligibility for Lifeline services on an annual basis.¹⁴ In states where a state agency or a third party has implemented a database that carriers may query to recertify the consumer's continued eligibility, the Company (or state agency or third party, where applicable) will do so and maintain a record of what specific data was used to re-certify eligibility and the date of recertification. Where ongoing eligibility cannot be determined

¹⁴ SafeTel is already doing so with respect to its wireline Lifeline customers. *See* n. 5, *supra*.

through access to a qualifying database either by the Company or the state, and there is no state administrator verifying the continued eligibility of Lifeline subscribers, the Company will recertify 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.

SafeTel will notify each of its Lifeline consumers by mail that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact SafeTel. SafeTel will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days.¹⁵ Any subscriber who does not respond to the impending termination letter within 30 days to demonstrate that his or her Lifeline service should not be terminated will be de-enrolled from the Company's Lifeline program.

SafeTel will provide consumers the ability to re-certify their eligibility in a written format, an IVR system, or a text message, in accordance with the *Lifeline Reform Order*. As with initial certifications, the Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006, and any applicable state laws, and may verify consumers' signatures via IVR systems.

SafeTel's recertifications of eligibility, regardless of the format in which the

¹⁵ A sample of such a letter is Exhibit C, attached.

recertification is collected, will collect, at a minimum, the following information:¹⁶

- Contact Information –
 - Residential Address, which may not be a Post Office Box.
 - Whether the Residential Address is permanent or temporary.
- One-per-household –
 - That neither that person nor, in a separate certification, any other person in that household at that address receives Lifeline supported service from any provider, other than the single Lifeline subscription that the customer is re-certifying.
 - If the subscriber identifies that other individuals receiving Lifeline are at the same address, or if SafeTel determines that to be the case, it will require the customer to complete its one-per-household worksheet, which is modeled on USAC's.
- Identity Information –
 - the Lifeline subscriber's date of birth and
 - the last 4 digits of the subscriber's social security number.
- Certifications –
 - For consumers qualifying for Lifeline under an income-based criterion to certify the number of individuals in their household.
 - The consumer may be required to re-certify his or her continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of the consumer's Lifeline benefits.
 - Under penalty of perjury that:
 - The consumer either participates in a qualifying federal program or meets the income qualifications to establish eligibility for Lifeline;
 - The consumer has provided documentation of eligibility, if required to do so;
 - The consumer attests that the information contained in his or her application is true and correct to the best of his or her knowledge and acknowledging that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- Tribal Lands – For a consumer receiving Tribal Lands support, that they reside on Federally-recognized Tribal lands.
- Database consent - 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 the Universal Service Administrative Company (USAC) (the

¹⁶ The written form for recertification is Exhibit D, attached. If recertified by IVR or text, the recertification will contain the same information as the written form.

administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies a consumer as receiving more than one Lifeline subsidy per household, all carriers involved may be notified so that the consumer may select one service and be de-enrolled from the other.

SafeTel's recertification form will also:

- Explain in clear, easily understandable language that: (1) Lifeline is a federal benefit; (2) Lifeline service is available for only one service per household; (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; (4) households are not permitted to receive benefits from multiple providers; and (5) 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.
- Contain clear, easily understandable language stating 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.
- Notify the consumer using clear, easily understandable language that he or she must inform the ETC within 30 days if (1) the consumer ceases to participate in a federal qualifying program or programs or the consumer's annual household income exceeds 135% of the Federal Poverty Guidelines; (2) the consumer is receiving more than one Lifeline-supported service; or (3) the consumer, for any other reason, no longer satisfies the criteria for receiving Lifeline support.
- Inform consumers that Lifeline service is a non-transferable benefit, and that a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.
- Remind consumers about the annual re-certification requirement.

D. De-Enrollment for Ineligibility.

If SafeTel has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, SafeTel will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility. A demonstration of eligibility must comply with the annual verification procedures set forth above, including the submission of a completed and signed certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any

reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

V. Additional Measures to Prevent Waste, Fraud and Abuse

A. Usage Requirement

SafeTel will implement policies and procedures to ensure that it does not obtain Lifeline support for an inactive subscriber who has failed to use his or her service in the first instance or has discontinued using the service. SafeTel will not seek universal service support for a qualifying low-income consumer until that individual subscriber uses the supported service to activate the service by entering a specific code into the handset. SafeTel will provide phone activation instructions in its event and online or paper product packages. The activation process will allow the end user to proactively activate service and have an opportunity to receive additional training on the device and services available. At in-person events, SafeTel will assist an individual with account activation upon being expressly authorized by the subscriber to activate the service.

To comply with the Commission's continued usage requirements, SafeTel will implement a non-usage policy whereby it will de-enroll Lifeline customers that have not used the Company's Lifeline service for 60 days. The customer will be given a 30 day cure period before they would be de-enrolled from the Lifeline service. SafeTel will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time. If no usage appears on a SafeTel Lifeline customer's account during any continuous 60-day period, SafeTel will deactivate Lifeline services for that customer after the 30 day notification and cure

period. 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 SafeTel to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than SafeTel, its representative, or agent; or affirmatively responds to a direct contact from SafeTel confirming that he or she wants to continue receiving the Lifeline-supported service.

SafeTel will take measures to continue to communicate with the customer to ensure the customer understands the rules and requirements of the benefits. SafeTel has direct control over customer databases and communication tools including: SMS messaging, outbound calling, IVR messaging, and direct mail communications. For example, if a customer has 45 days of non-usage, SafeTel can text them to remind them about the non-usage rules.

B. Consumer Education with Respect to Duplicates

SafeTel personnel will emphasize the one-per-household restriction in their direct sales contacts with potential customers. At the point of sale, potential customers will be provided with printed information describing SafeTel's Lifeline service, including eligibility requirements, and instructions for enrolling. As part of these printed materials, SafeTel will also reinforce the one-Lifeline-benefit-per-household limitation. Materials from USAC, that have been or will be developed pursuant to the *Lifeline Reform Order*, will be provided at the point of sale as dictated by a customer's responses. SafeTel will likewise reinforce and explain the one-per-household restriction in its marketing materials.

The Company will emphasize in plain, easily comprehensible language that: (1) Lifeline is a federal benefit; (2) Lifeline service is available for only one benefit or subscription per household; (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; and (4) a household is not permitted to receive Lifeline benefits from multiple providers. SafeTel will also substantially include the following in its marketing materials in clear, easily understood language: the offering is a Lifeline-supported service; that Lifeline is a government assistance program; that only eligible consumers may enroll in the program; that documentation is necessary for enrollment; the program is limited to one benefit per household, consisting of either wireline or wireless service; that Lifeline services cannot be transferred to another person. Finally, SafeTel will disclose the company name under which it does business and the details of its Lifeline service offerings, including on its website www.safetelonline.com.

C. Internal Audit and Compliance Training for SafeTel Customer Service

In addition to detailed and thorough employee training, SafeTel will impose disciplinary actions on employees who fail to abide by the requirements for determining eligibility for the Lifeline benefit. Beyond the instructions for field and event training, SafeTel will provide its customer service personnel with internal audit and compliance training. For incoming paper applications, SafeTel will have a 100% compliance checklist to check applications for fraud and duplication. The employee must check whether all fields on the certification and enrollment form are complete, whether all necessary eligibility documents are attached, whether the eligibility documents align with the information on the form, whether all attestations are initialed, and whether the form is signed.

For in-person and event outreach, in addition to the onsite eligibility determinations, a SafeTel manager will review all applications as an additional check for errors or omissions or any sign of fraud. If the manager detects potential fraud or abuse in the application process, the affected applications will be denied.

VI. Lifeline and non-Lifeline Offerings

SafeTel's marketing efforts will be focused on finding and serving eligible consumers using distribution models designed to reach the target population on a broad geographic basis. Creating a trusted brand and service through community outreach is a primary methodology for educating and soliciting customers. SafeTel will enroll Lifeline customers through several different marketing channels. SafeTel's marketing channels may include event marketing targeting currently underserved populations. SafeTel anticipates that, while most of its outreach will succeed via direct contact with consumers, potential subscribers will also be able to avail themselves of a toll-free number (inbound telemarketing) or website to obtain enrollment information. SafeTel also offers its services through retail stores. SafeTel may also partner with retailers to use parking lots as locations for event-based outreach and may work with national retail chains that express interest in partnering with SafeTel to support the Lifeline service and outreach to underserved eligible populations.

SafeTel currently markets in smaller communities where the population has not seen an influx of Lifeline service providers. SafeTel may also organize positive and informative neighborhood events to create a local presence.

If SafeTel is granted ETC designation, it is prepared to work with marketing companies to explore unique, focused Lifeline program marketing. SafeTel will offer its Lifeline service in Oklahoma and any other state where it is designated as an ETC, and throughout the coverage area of its underlying carriers. The company will use its network relationships with underlying carriers to ensure a good product experience for consumers.

The Company's Lifeline offering will provide eligible customers with the following two Lifeline plans for Tribal Lands: (1) a Base Lifeline Plan consisting of 1,000 minutes of

nationwide use for \$1, and (2) a Enhanced Lifeline Plan consisting of a preset number of 2,000 minutes of use for \$6.50.¹⁷ Both text minutes and toll minutes will be included in the preset minutes of each plan. Customers of either plan will have the capability of purchasing additional bundles of minutes in the following set denominations: 7 Day Plan – 100 minutes for \$7.00; two 30 Day Plans – 500 minutes for \$20.00 or 1000 minutes for \$30.00. The undiscounted rates for the two plans will be \$35.25 for the Base Lifeline Plan and \$40.75 for the Enhanced Lifeline Plan, applicable to both Tribal and non-Tribal areas alike.

SafeTel's terms and conditions, which further detail these plans, are attached.¹⁸

As a provider of Lifeline services to residents of Tribal lands, SafeTel will pass through the full Tribal support amount to qualifying residents of Tribal lands, and under no circumstances will it collect from the Universal Service Fund more than the rate charged to non-Tribal subscribers.

VII. Demonstration of Financial and Technical Ability to Provide Lifeline Services

Revised Commission Rule 54.202¹⁹ requires carriers seeking designation as a Lifeline-only ETC to demonstrate their technical and financial capacity to provide the supported service. Among the factors that the Commission will consider are whether the applicant previously offered services to non-Lifeline consumers, how long the applicant has been in business, whether the applicant intends to rely exclusively on USF disbursements to operate, whether the applicant receives or will receive revenue from other sources, and whether it has been subject to enforcement action or ETC revocation proceedings in any state.

¹⁷ In addition to voice services, SafeTel's Lifeline plans will include a free handset and caller ID, call waiting, and voicemail.

¹⁸ See Exhibit E.

¹⁹ See 47 C.F.R. § 54.202.

SafeTel has been providing competitive wireline telecommunications services to Lifeline and non-Lifeline subscribers since first becoming certificated in Oklahoma in 2010. SafeTel is in good standing in each jurisdiction in which it has been granted authority to operate (Oklahoma and Texas). It has not been subject to enforcement actions or ETC revocation proceedings in any state. SafeTel's core management team includes senior executives with significant telecommunications and general business experience. Its Chief Operating Officer is a seasoned financial executive with four years of public accounting and thirty-plus years of involvement in the telecommunications industry. He previously served as CEO of dPi Teleconnect, LLC a CLEC licensed in 44 states with over 50,000 subscribers. He has considerable experience in all aspects of the daily operations and business of a telecommunications service provider. SafeTel's managing members are also owners and operators of highly successful businesses. One managing member is the owner of Oklahoma Millworks, Inc., a millwork manufacturing and services installation company based in Guthrie, Oklahoma. The other is the founder and owner of Argent Consulting Services, Inc., a process engineering and management consulting firm based in Oklahoma City, Oklahoma, providing services to numerous Fortune 100 companies in over thirty different countries. Projects have included such initiatives as new business start-ups, site locations, facilities design, process improvement, IT solutions and overall operational support. SafeTel has the financial backing of its two owners. In addition, SafeTel will have non-Lifeline revenue from its non-Lifeline subscribers, as well as from consumer purchases of additional minutes and/or text messages. SafeTel certifies that it will comply with all of the requirements of newly amended Commission Rule 54.202. Pursuant to Commission Rule 54.202(a)(1)(i) SafeTel certifies that it will comply with the service requirements applicable to the support it receives. Further, Section 54.202 requires that an ETC demonstrate its "ability to

remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."²⁰

SafeTel will remain functional in emergencies. As a reseller of incumbent LEC and wireless provider services, SafeTel's ability to remain functional in emergency situation is equivalent to those of its underlying service providers.

Section 54.202 also requires ETC applicants to demonstrate that they will satisfy applicable consumer protection and service quality standards. SafeTel hereby commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service.

²⁰ 47 C.F.R. § 54.202(a)(2).

VIII. Conclusion

SafeTel's Compliance Plan meets the conditions set forth in the *Lifeline Reform Order* and promotes public safety by ensuring that Lifeline customers have access to 911 and E911 service. SafeTel requests that the Commission expeditiously approve the Company's Compliance Plan and grant its pending ETC Petition so that SafeTel may begin providing the benefits of Lifeline service to qualifying low-income consumers.

Respectfully submitted,



J. David Jacobson
JACOBSON & LAASCH
Attorneys at Law
212 East Second Street
Edmond, Oklahoma 73034
(405) 341-3303

John T. Nakahata
WILTSHIRE & GRANNIS, LLP
1200 18th Street, NW, Suite 1200
Washington, D.C. 20036
(202) 730-1320
jnakahata@wiltshiregrannis.com

Counsel for SafeTel, LLC

December 17, 2012

EXHIBIT A
SafeTel, LLC Lifeline Application



LIFELINE APPLICATION

A Complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in SafeTel's ("Company's") Lifeline service 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. Service requests will not be processed until this electronic form has been received and verified by the company.

Things to know about the Lifeline Program:

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

Applicant Information:

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

Last 4 Digits of Social Security Number (or Tribal ID Number): (XXXX) Contact Telephone Number:

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

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)

- 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
Oklahoma Sales Tax Relief
Vocational Rehabilitation (including aid to hearing impaired)
Bureau of Indian Affairs General Assistance (BIA)
Tribally Administered TANF (TATNF)
Head Start (meeting income qualifying standards)

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

I certify that I reside on Federally-recognized Tribal land. (check only if applicable)

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. SafeTel 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 SafeTel 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 SafeTel to confirm that I want to continue receiving their service.
(8) I will notify SafeTel 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% of the Federal Poverty Guidelines;
(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 SafeTel within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I may be required verify my address with SafeTel every ninety (90) days. If I fail to respond to SafeTel's address verification attempts within thirty (30) days, my SafeTel Lifeline service may be terminated.
(10) SafeTel 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 SafeTel Lifeline service.
(11) I understand and consent that SafeTel 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 and consent 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, and I consent to that disclosure.



- (13) I understand and consent 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.

APPLICANT'S SIGNATURE

DATE

For Agent Use Only (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: _____

Representative Number

Representative Signature

EXHIBIT B
SafeTel, LLC One Per Household Worksheet

SafeTel, LLC

Lifeline Household Worksheet

Name	
Address	
Telephone Number	

Lifeline is a government program that provides a monthly discount on home or mobile telephone services. Only ONE Lifeline discount is allowed per household. Members of a household are not permitted to receive Lifeline service from multiple telephone companies.

Your **household** is everyone who lives together at your address as one economic unit (including children and people who are not related to you).

The **adults** you live with are part of your **economic unit** if they contribute to and share in the income and expenses of the household. An **adult** is any person 18 years of age or older, or an emancipated minor (a person under age 18 who is legally considered to be an adult). Household **expenses** include food, health care expenses (such as medical bills) and the cost of renting or paying a mortgage on your place of residence (a house or apartment, for example) and utilities (including water, heat and electricity). **Income** includes salary, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, worker's compensation benefits, gifts, and lottery winnings.

Spouses and domestic partners are considered to be part of the same household. Children under the age of 18 living with their parents or guardians are considered to be part of the same household as their parents or guardians. If an adult has no income, or minimal income, and lives with someone who provides financial support to that adult, both people are considered part of the same household.

You have been asked to complete this Worksheet because someone else currently receives a Lifeline-supported service at your address. This other person may or may not be a part of your household. Answer the questions below to determine whether there is more than one household residing at your address.

1. Does your spouse or domestic partner (that is, someone you are married to or in a relationship with) already receive a Lifeline-discounted phone? (check no if you do not have a spouse or partner) **YES** **NO**

- If you checked **YES**, you may not sign up for Lifeline because someone in your household already receives Lifeline. Only ONE Lifeline discount is allowed per household.
- If you checked **NO**, please answer question #2.

2. Other than a spouse or partner, do other adults (people over the age of 18 or emancipated minors) live with you at your address?

- | | |
|---|---|
| A. A parent <input type="checkbox"/> YES <input type="checkbox"/> NO | D. An adult roommate <input type="checkbox"/> YES <input type="checkbox"/> NO |
| B. An adult son or daughter <input type="checkbox"/> YES <input type="checkbox"/> NO | E. Other _____ <input type="checkbox"/> YES <input type="checkbox"/> NO |
| C. Another adult relative (such as a sibling, aunt, cousin, grandparent, grandchild, etc.) <input type="checkbox"/> YES <input type="checkbox"/> NO | |

- If you checked **NO** for each statement above, you do not need to answer the remaining questions. Please initial line B, below, and sign and date the worksheet.
- If you checked **YES**, please answer question #3.

3. Do you share living expenses (bills, food, etc.) and share income (either your income, the other person's income or both incomes together) with at least one of the adults listed above in question #2? **YES** **NO**

- If you checked **NO**, then your address includes **more than one household**. Please initial lines A and B below, and sign and date the worksheet.
- If you checked **YES**, then the person(s) for whom you checked "yes" is (are) also in your **household**. You may not sign up for Lifeline if another adult in your household already receives Lifeline. Please provide the name, date or year of birth (if known) and last four digits of the Social Security Number (if known) for any person for whom you checked "yes."

CERTIFICATION

Please initial the certifications below and sign and date this worksheet. Submit this worksheet to SafeTel, LLC along with your Lifeline application.

- | | |
|---|--|
| <p>A. _____ I certify that I live at an address occupied by multiple households.</p> <p>B. _____ I understand that violation of the one-per-household requirement is against the Federal Communication Commission's rules and may result in me losing my Lifeline benefits, and potentially, prosecution by the United States government.</p> | |
|---|--|

Signature _____ Date _____

EXHIBIT C
SafeTel, LLC Recertification Letter



12101 N. Meridian
Oklahoma City, OK 73120
855-893-7233

Dear Valued Customer:

The enclosed form must be completed, signed and returned to your Agent or to SafeTel before December 31, 201___, in order for you to continue to receive your discounted home phone service. Your urgent attention is required to completing this form and returning it us. Without this form, SafeTel cannot continue to provide you with discounted home phone service.

Enclosed are the form and postage-paid return envelope. Please complete the form, sign it, date it, and use the return envelope to mail it back to us.

Each year, the FCC requires every lifeline participant to recertify that they continue to qualify for the lifeline subsidy. A completed and signed Lifeline Annual Certification Form is required to continue receiving your lifeline subsidy as part of SafeTel's Lifeline service program in your state. The Certification is only for the purpose of verifying your continued eligibility in the Lifeline service and will not be used for any other purpose.

To complete the form, fill in your name, date of birth, last 4 digits of your social security number, your home phone number, and your address. This must be your actual physical residence (NOT A P.O. BOX). Also fill in your mailing address, if different than your physical residence. Your mailing address may contain a P.O. Box.

If you are receiving service under a Tribal lands Lifeline plan, then you must also certify that you reside on Federally-recognized Tribal lands.

Check each box beside each statement on the form, sign the form and date it. Item 2 requires you to fill in the qualifying program in which you participate. Please write in the name of the program in the blank on Item 2. This must be one of the following programs:

- Food Stamps (Supplemental Nutrition Assistance Program or SNAP or the Food Distribution Program on Indian Reservations (FDPIR))
- Supplemental Security Income (SSI)
- Medical Assistance (Medicaid)
- Vocational Rehabilitation (including aid to the hearing impaired)
- Oklahoma Sales Tax Relief
- Federal Public Housing Assistance (Section 8)
- Low Income Energy Assistance Program (LIHEAP)
- Bureau of Indian Affairs General Assistance;
- Temporary Assistance for Needy Families (TANF) Tribally-administered block grant programs
- Head Start Programs (only applicant or customer who satisfy the income qualifying eligibility provision); or
- National School Lunch Program (only applicant or customer who satisfies the income standard of the program for free meals).

After checking every box and filling in all of the blanks, then sign the form, date it and mail it to SafeTel in the postage-paid return envelope which is enclosed. This completed, signed and dated form must be received by SafeTel before December 31, 201___ in order for you to continue to receive discounted home phone service from SafeTel.

Regards,

SafeTel, LLC

EXHIBIT D
SafeTel, LLC Recertification Form



LIFELINE ANNUAL RECERTIFICATION FORM

Questions? Please call 1-855-893-7233

Each year, the FCC requires every lifeline participant to recertify that they continue to qualify for the lifeline subsidy. A completed and signed Lifeline Annual Certification Form is required to continue receiving your lifeline subsidy as part of SafeTel's Lifeline service program in your state. The Certification is only for the purpose of verifying your continued eligibility in the Lifeline service and will not be used for any other purpose.

Things to know about the Lifeline Program:

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

Customer Information:

First Name: MI: Last Name:

Date of Birth: Social Security Number (last four digits): (XXXX) Lifeline Telephone Number:

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

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

Billing Address, if different from Residential Address (May Contain a P.O. Box)

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

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 (Please insert the qualifying program in which you participate)
(3) I understand that my household and I can only have one Lifeline-supported telephone service. SafeTel 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.
(4) 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.
(5) I understand my SafeTel Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
(6) I will notify SafeTel 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) If any member of my household, including myself, is receiving more than one Lifeline supported service;
(3) I no longer satisfy the criteria for receiving Lifeline support.
(7) I will notify SafeTel 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 SafeTel every ninety (90) days. If I fail to respond to SafeTel's address verification attempts within thirty (30) days, my SafeTel Lifeline service may be terminated.
(8) SafeTel 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 SafeTel Lifeline service.
(9) I understand and consent that SafeTel 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.
(10) I understand and consent 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.
(11) I understand and consent 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.
(12) 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.
(13) I reside on Federally-recognized Tribal lands. (Check only if applicable)



LIFELINE ANNUAL RECERTIFICATION FORM

Questions? Please call 1-855-893-7233

CUSTOMER'S SIGNATURE

DATE

EXHIBIT E
SafeTel, LLC Terms and Conditions

SafeTel, LLC Service Agreement

The Service Agreement

Your Service Agreement (the "Agreement") with SafeTel, LLC ("SafeTel") includes the terms of your SAFETEL Service Plan or other information on Services we provide or refer you to during the sales transaction as well as any confirmation materials we may provide you, SAFETEL's Terms of Service ("ToS"), SAFETEL's Acceptable Use Policy ("AUP") and SAFETEL's most recent General Terms and Conditions of Service ("T's & C's"). **It is important that you carefully read all of the terms of the Agreement.**

When You Accept The Agreement

By enrolling in or subscribing to service with SAFETEL, you agree to be bound by the Agreement. If you are an existing customer, your continued use, payment for, enrollment in or subscription to our service represents your acceptance of the terms and conditions of the Agreement. If you agree to maintain service for a minimum Term, the Term begins when you accept the Agreement. You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so.

Terms of Service

Following are the Terms of Service ("ToS") with SAFETEL for the purchase of wireless telephone service pursuant to the Service Plan you selected. The Service Plan, as described in the ToS below, is hereby made an integral part of the ToS, which, along with SAFETEL's AUP and T's & C's comprise the entire Agreement between you and SAFETEL.

Service Plans

The Service Plan consists of a detailed description of Services provided to you and the fees associated with those Services. Only the terms of the specific Service Plan you selected will apply to your Agreement. All Service Plans include the following features:

- Local Calls
- Nationwide Domestic Long Distance
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail (airtime charges apply from your cell phone)
- Nationwide Domestic Text Messaging - The rate to receive or send a text message to another phone is 1 minute per text message sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used.
- Roaming at no additional charge, subject to the terms of the Agreement
- 411 Directory Assistance - Plan minutes are decremented for 411 calling.
- 911 and enhanced emergency 911 ("E-911") service where available - Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.
- 611 access to Customer Service where available. Depending upon state specific rules, 611 access and Customer Service calls may decrement Plan minutes.
- 211 Service related to the National 2-1-1 initiative which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing "211". Plan minutes are not decremented for 211 calling.

SAFETEL offers the following Service Plans:

Base Plan: Term and Pricing - The Base Plan includes a pre-set amount of minutes for \$35.25 per month, less any applicable credits or discounts.

In Oklahoma the amount of preset minutes is 1,000.

For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included in the Base Plan, however it is available and plan minutes are decremented at 1 minute for every 3 text messages, either sent or received. Data services are not included in the Base Plan.

A SafeTel wireless device is included at no cost and zero activation fee.

Unlimited Plan: Term and Pricing - The Unlimited Plan includes a pre-set amount of minutes for \$40.75 per month, less any applicable credits or discounts.

In Oklahoma, the amount of preset minutes is 2,000 which is considered the maximum amount of minutes that an ordinary and customary residential user would consume in normal usage during a month.

For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included in the Base Plan, however it is available and plan minutes are decremented at 1 minute for every 3 text messages, either sent or received. Data services are not included in the Base Plan.

A SafeTel wireless device is included at no cost and zero activation fee.

Replenishment Plans: Replenishment plans are available in either 7 day or 30 day increments, and include text messaging and data service. Replenishment plan pricing and terms are as follows:

- 7 Day Plan - 100 minutes or 100 text messages for \$7.00
- 30 Day Plan 1 - 500 minutes or 500 text messages for \$20.00
- 30 Day Plan 2 - 1000 minutes or 1000 text messages for \$30.00

Lifeline Plan*: Term and Pricing - The Lifeline Plan includes a pre-set amount of minutes for \$35.25 per month, less \$34.25 of Lifeline Credits, such that monthly payment is a net \$1 per month.

In Oklahoma the amount of preset minutes is 1,000.

For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included in the Lifeline Plan, however it is available, and plan minutes are decremented at 1 minute for every 3 text messages, either sent or received. Data services are not included and are not available in the Lifeline Plan. Replenishment Plans are available to be purchased in conjunction with the Lifeline Plan. These Replenishment Plans may include text and data. Unless state specific rules apply, all unused minutes including free monthly minutes and replenishment minutes from separately purchased any airtime cards will expire at the end of each month, defined as the monthly renewal date, upon receipt of your free monthly minutes.

Lifeline Unlimited Plan*:

Term and Pricing - The Lifeline Plan includes a pre-set amount of minutes for \$40.75 per month, less \$34.25 of Lifeline Credits, such that monthly payment is a net \$6.50 per month.

In Oklahoma the amount of preset minutes is 2,000 which is considered the maximum amount of minutes that an ordinary and customary residential user would consume in normal usage during a month.

For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included in the Lifeline Plan, however it is available, and plan minutes are decremented at 1 minute for every 1 text messages, either sent or received. Data services are not included and are not available in the Lifeline Plan. Replenishment Plans are available to be purchased in conjunction with the Lifeline Plan. These Replenishment Plans may include text and data. Unless state specific rules apply, all unused minutes including free monthly minutes and replenishment minutes from separately purchased any airtime cards will expire at the end of each month, defined as the monthly renewal date, upon receipt of your free monthly minutes.

* Eligibility for Lifeline

The Lifeline Plan and Lifeline Unlimited plan are only available to consumers who qualify for Lifeline assistance programs. Eligibility for Lifeline varies by state. Please see our website (www.SafeTelmobility.net) for state specific information on qualification for the Lifeline plans. You may be eligible if you already participate in one or more of the following government aid programs, and may also qualify under other state-specific programs:

- Low-Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance (Section 8)
- Medicaid
- Supplemental Nutrition Assistance Program (Food Stamps)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- National School Lunch free lunch program
- Bureau of Indian Affairs General Assistance (if residing on Tribal land)
- Tribally administered Temporary assistance for Need Families (Tribal TANF) (if residing on Tribal land)
- Head Start (if residing on Tribal land and meeting the income qualifying standard)
- Food Distributipn Program on Indian Reservations (FDPIR)(if residing on Tribal Land)

You may also be eligible if your total annual household income is less than 135% of Federal Poverty Guidelines.

By certifying you are eligible for these services, you are certifying that your household does not receive Lifeline supported telephone service from any wireline or wireless telephone provider, including the local wireline telephone company, Safelink, Assurance or Reachout Wireless. A "household" for this purpose is defined as any individual or group of individuals who live together at the same address and share income and expenses. If you do not qualify for Lifeline, you may purchase the Basic Plan.

Termination of Services: You may terminate any line of service by calling us. We reserve the right to cancel offers early or extend offers without notice. Certain offers may not be available everywhere or be combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit www.SafeTelmobility.net for coverage details. Fees paid for Services and/or Devices are inclusive of most government taxes and fees, and SAFETEL Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area], with the exception of local sales tax which is applied to the purchase of replenishment plans or other Services or Devices that are purchased at retail locations or on our website. SAFETEL Surcharges are not taxes or government required charges and are subject to change. A reconnect fee may apply to reestablish service on accounts that have been deactivated. Our services will only work with our phones - not all services are available with all phones or on all networks. Service charges are not refunded or prorated if service is terminated or modified. All phone usage, including incoming/outgoing calls, incurs airtime charges unless specified otherwise. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused plan minutes do not carry forward and expire at midnight of the monthly service renewal date as determined by your activation date. Partial minutes of use are rounded up to the next whole minute.

Nature of our Service. Our rate plans, customer devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on SAFETEL's networks.

Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly

interferes with the use of SAFETEL's network or systems. SAFETEL reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or data uses detailed below or if SAFETEL, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

Examples of prohibited voice uses: SAFETEL voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. SAFETEL services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals.

Examples of prohibited data uses: SAFETEL data services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming. Our data services may not be used:

- (1) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting;
- (2) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person;
- (3) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines;
- (4) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;
- (5) for activities adversely affecting the ability of other people or systems to use either SAFETEL's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user;
- (6) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage); or
- (7) for any other reason that, in our sole discretion violates our policy of providing service for individual use.

Unlimited Use Plans. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Prohibited Network Uses.

Please refer to SAFETEL's AUP for additional information on prohibited use.

Messaging (text, picture and video): Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, may require an alternate method of payment and are unable to be billed through the service. There is no guarantee that messages will be received, and SAFETEL is not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

E-Mail: Wireless access to corporate/employee email may require additional server or server access, licenses, or additional requirements which may not be available with SAFETEL Service Plans.

Data: Services are not available with all SAFETEL phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB. 1024MB equal 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding occurs at the end of each session or each clock hour and at which time we deduct accumulated usage from your plan. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Premium content (games, ringtones, songs, etc.) is priced separately and will require an alternate method of payment. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations.

Off-network Roaming: The primary use of your Device must be for domestic purposes within the SAFETEL network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Roaming is not available with single-band phones, and may not be available to customers who reside or whose primary use is outside an area covered by the SAFETEL Network. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. SAFETEL reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for roaming.

International Roaming: International calling and roaming, including in Canada, Mexico, and Guam are not included in SAFETEL Service Plans. International calling and roaming usage will require an alternate payment method. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. SAFETEL reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

International Long Distance and Messaging: Access to international service is available on the SAFETEL network through an international operator service. In order to make international long-distance calls, including to Mexico and Guam, and in certain cases to send international text, an alternate payment method is required.

Domestic (U.S.): Includes the 50 United States, Washington D.C., Puerto Rico, and the Virgin Islands.

General Terms and Conditions of Service (T's & C's)

Basic Definitions

In this document:

- (1) "we," "us," "our," and "SAFETEL" mean SafeTel, LLC and its affiliates;
- (2) "you," "your," "customer," and "user" mean an account holder or user with us;
- (3) "Device" means any phone, aircard, mobile broadband device, any other device, accessory or other product we sell to you or that is active on your account with us; and
- (4) "Service" means our offers, rate plans, options, wireless Service Plans or Devices on your account with us.

Services Covered by These T's & C's & Additional Terms

These T's & C's apply to our standard wireless Service Plans and any other Service we offer you that references these T's & C's. Additional terms will apply to certain Devices and applications (the terms may come from SAFETEL or a third party) and will be provided with the Device or prior to the use of the application, as applicable. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services).

Our Policies

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

Pre-Paid Services

All SAFETEL Services are provided on a pre-paid basis. SAFETEL does not condition the provision of Service on a consumer's credit rating, credit history or other method of determining credit worthiness. SAFETEL does not provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse. You aren't responsible for paying any early termination fee when terminating Services and no deposits are held or required as a condition of Service nor does SAFETEL have any preset account spending limits.

Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or the ToS. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with the Agreement (see "Providing Notice To Each Other Under The Agreement" section).

Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to:

- (1) for any Lifeline-supported services, loss of Lifeline eligibility or any other circumstance in which we are no longer to seek compensation from the Universal Service Fund and any state fund for providing Lifeline service to you, with the only notice required being that required under applicable federal or state laws or regulations governing Lifeline services.
- (2) harassing/threatening/abusing/offending our employees or agents;
- (3) providing false, inaccurate, dated or unverifiable identification or information;
- (4) interfering with our operations;

- (5) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement;
- (6) breaching the Agreement or failing to follow our Policies;
- (7) modifying a Device from its manufacturer specifications;
- (8) failing to use our Services for an extended period of time;
- (9) failing to maintain an active Device in connection with the Service; or
- (10) if we believe the action protects our interests, any customer's interests or our network.

Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. Changes to Services are usually effective at the start of the next monthly service renewal date. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize and those changes will be treated as modifications to the Agreement.

Your Right To Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to SAFETEL and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service. You are responsible for all charges incurred prior to termination. If Services are terminated before your next monthly service renewal date, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services.

Restrictions On Using Services

You can't use our Services:

- (1) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or
- (2) in any way prohibited by the terms of our Service Plans, the Agreement or our Policies. You cannot in any manner resell the Services to another party.

See our AUP for additional restrictions on the use of our Services.

Your Device, Number & E-mail Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Your Device is designed to be activated on the SAFETEL network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your SAFETEL phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to us will be successful. Further, in transferring a number to SAFETEL from another carrier, you are solely responsible for all charges billed or incurred prior to deactivation of service with your prior carrier and for any applicable early termination fees assessed by your prior carrier. SAFETEL does not offer the ability to transfer a number away from us to another carrier.

Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere and Service speeds are not guaranteed. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, network or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, etc.), may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

Roaming

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. SAFETEL makes no guaranty that roaming coverage will be available in all areas, and further, roaming may not be available to customers who reside or whose primary use is outside an area covered by the SAFETEL Network. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data Services, voicemail, call waiting, etc.). SAFETEL reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for roaming.

About Data Services & Content

SAFETEL's data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content you access on your Device. Data Content may be unsuitable for children/minors, unreliable or inaccurate, or offensive, indecent or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services:

- (1) with server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions;

- (2) as a substitute or backup for private lines or frame relay connections; or
- (3) for any other unintended use as we determine in our sole discretion.

We reserve the right to limit, suspend or constrain any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network. If your Services include web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose.

Activation & Miscellaneous Charges

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

Account & Service Charges

You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services. Charges include, but are not limited to, usage charges, charges for additional services, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts and web access. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge at some point after you use the Services. Services offered on a per-day basis end 24 hours after Service is initiated

How We Calculate Your Usage For Decrementing Purposes

Regular Voice Calls: We round up partial minutes of use to the next full minute after the first 30 seconds. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're decremented minutes for all calls that connect, even to answering machines. Minutes won't be decremented for unanswered calls or if you get a busy signal. For incoming calls answered, minutes are decremented from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks.

Text Messaging: Unless specific Service Plan Terms apply, the rate to receive or send a text message to another phone is 1 minute per 3 text messages sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used. Plan minutes are not decremented until the third text message is either sent or received, and rounding does not apply.

Data Usage: Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes - not in minutes/time. 1024 bytes equals 1 kilobyte ('KB'), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to kilobytes, so you will be decremented at least 1 KB for each data usage session ('data session'). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services you may be subject to limitations on the amount of data usage. Data Services decrement for all data directed to your Device's internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data network, data usage will be decremented. Examples of data usage decremented for include the size of a requested file or Data Content (game, ringtone, etc.), web page graphics (logos, pictures, banners, advertisement, etc.), additional data used in accessing, transporting and routing the file on our network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. Data used and decremented will vary widely, even between identical actions or data sessions. Estimates of data usage - for example, the size of downloadable files - are not reliable predictors of actual usage.

Taxes & Government Fees

You agree to pay all federal, state and local taxes, fees and other assessments that are required by law to be collected and remitted to the government on the Services and/or Devices provided to you. These charges may change from time to time without advance notice.

Surcharges

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service, various regulatory charges, SAFETEL administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction.

Customer Service

If you have a service or billing problem or inquiry, you may contact SAFETEL's Customer Service Department toll free at (855) 892-7233. We will make all reasonable attempts to resolve your problem or inquiry. In the event the Customer Service Department is unable to resolve your issue, your dispute will be escalated to the Complaint Department. In the event that the Complaint Department is unable to resolve your issue, the Dispute Resolution provisions of this Agreement will apply.

Protecting Our Network & Services

We can take any action to:

- (1) protect our network, our rights and interests, or the rights of others; or
- (2) optimize or improve the overall use of our network and Services.

Some of these actions may interrupt or prevent legitimate communications and usage, for example message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, network, Services and equipment, see our AUP.

Your Privacy

Our Privacy Policy is available on our website. To review the policy, visit safetelonline.com. This policy may change from time to time, so review it with regularity and care.

Call Monitoring:

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

Contact:

You agree that we may contact you for Service related reasons through the contact information you provide, through the Services or Devices to which you subscribe or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications products and Services you use, as well as some other information ("CPNI"). Under

federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

Third Party Applications: If you use a third party application, the application may access, collect, use or disclose your personal information or require SAFETEL to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or authorize third party applications through the Services, you agree and authorize SAFETEL to provide information related to your use of the Services or the application(s). You understand that your use of third party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

Information on Devices:

Your Device may contain sensitive or personal information. SAFETEL is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on your Device.

Location Based Services

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

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

911 Or Other Emergency Calls

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

If Your Device Is Lost Or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage occurring before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We will not prorate charges to the date of termination

and you won't receive a credit or refund for any unused Services if you choose to terminate Services as a result of loss or theft of your Device.

Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

You Agree We Are Not Responsible For Certain Problems

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from:

- (1) anything done or not done by someone else;
- (2) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.);
- (3) traffic or other accidents, or any health-related claims relating to our Services;
- (4) Data Content or information accessed while using our Services;
- (5) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise;
- (6) interrupted, failed, or inaccurate location information services;
- (7) information or communication that is blocked by a spam filter;
- (8) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or
- (9) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and to back-up your information stored on each.

You Agree Our Liability Is Limited - No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION

We Agree To First Contact Each Other With Any Disputes

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant document//information and the proposed resolution. We agree to contact each other as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's.

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

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the

same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's and notice to us will be sent to: SafeTel, LLC, Attn: COO; 12101 N. Meridian, Oklahoma City, OK, 73120. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.
- (3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- (4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of the last billing address of the Device. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.
- (5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.
- (6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.
- (7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above:
 - a. \$25 if you are seeking less than \$1,000 from us; or
 - b. the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

Exceptions To Our Agreement To Arbitrate Disputes

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

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or

make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on our website. We will provide you notice through one or more of the following: correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Oklahoma, without regard to the conflicts of law rules. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to complaints, payment, E911, dispute resolution, no class action, no jury trial), survive termination of Services.