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

In the Matter of the	)	
	)	
Telecommunications Carriers Eligible for	)	WC Docket No. 09-197
Universal Service Support	)	
	)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization	)	
	)	
ConnectTo World, Inc. d/b/a ConnectToWireless	)	
Compliance Plan	)	

**CONNECTTO WORLD, INC.'S AMENDED COMPLIANCE PLAN**

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**CONNECTTO WORLD, INC.’S AMENDED COMPLIANCE PLAN**

**I. INTRODUCTION**

ConnectTo World, Inc. d/b/a ConnectToWireless (“ConnectToWireless” or the “Company”) is a wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forbore from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.<sup>1</sup> ConnectToWireless will avail itself of the FCC’s conditional grant of forbearance and, by its attorney, hereby files its Amended Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.<sup>2</sup> This Amended Compliance Plan

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<sup>1</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) (“*Order*”).

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

replaces in its entirety the Company's original Compliance Plan filed on September 5, 2012. Given the severe economic environment that is forcing many low-income customers to forego wireless service, ConnectToWireless respectfully requests expeditious approval of this plan so that the Company, upon designation as an ETC, may quickly deploy much-needed Lifeline services to qualified low-income customers.

## **II. BACKGROUND**

ConnectTo World, Inc. is not an affiliate of ConnectTo Communications, Inc. However, the two companies' owners are in the same family. ConnectTo Communications, Inc. was created in 2002 and is 100% owned by Araksiya Nadjarian. ConnectTo World, Inc. was created in 2009 and is 100% owned by Aram Nadjarian. ConnectTo World, Inc. will purchase wholesale DSL service from ConnectTo Communications, Inc. to combine with its wireless offerings. ConnectTo World, Inc. d/b/a ConnectToWireless currently provides security monitoring, Satellite TV installation, Internet Protocol television (IPTV), Internet, and Voice-over-Internet protocol (VoIP) services in the State of California.

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

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

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials

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

related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

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

ConnectToWireless will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported wireless service to customers throughout the United States.<sup>4</sup>

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

In the *Order*, the Commission requires ConnectToWireless to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.<sup>5</sup> The Commission and consumers are hereby assured that all ConnectToWireless 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 ConnectToWireless handsets even if the account associated with the handset has no minutes remaining.

#### **B. E911-Compliant Handsets**

The Commission also conditioned its grant of forbearance determination on ConnectToWireless providing only E911-compliant handsets to its Lifeline customers.<sup>6</sup> ConnectToWireless will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing ConnectToWireless customer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant

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

<sup>5</sup> See *Order* at ¶ 373.

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

handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

### **C. Consumer Eligibility and Enrollment**

ConnectToWireless will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, ConnectToWireless will rely on the state identification or database.<sup>7</sup> In instances where ConnectToWireless is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

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

ConnectToWireless understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”<sup>8</sup> Upon receiving an application for Lifeline support, ConnectToWireless will check the National Lifeline Accountability Database (“NLAD”), once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. ConnectToWireless will also search its own internal database of active customers, real-time, pre-sale, to ensure that it does not already provide Lifeline-supported service to someone at that residential address. If ConnectToWireless determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, ConnectToWireless will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, ConnectToWireless will require

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<sup>7</sup> See *Order* at ¶ 98.

<sup>8</sup> See *Order* at ¶ 74.

applicants to complete and submit to the Company USAC's one-per-household template, which will contain the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income; and (4) the penalty for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).<sup>9</sup> ConnectToWireless will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,<sup>10</sup> ConnectToWireless will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O. Box or General Delivery address).<sup>11</sup> ConnectToWireless will inquire on its certification forms whether or not the applicant's address is a temporary one.<sup>12</sup> If and when the 90-day verification rules become effective, ConnectToWireless will notify the consumer that if they have a temporary address, the Company will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of ConnectToWireless' attempt to verify the temporary address, he or she will be de-enrolled from

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<sup>9</sup> See Order at ¶ 78.

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

<sup>11</sup> See Order at ¶ 85.

<sup>12</sup> See Order at ¶ 89.

the Lifeline program.<sup>13</sup> Also on its certification forms, ConnectToWireless will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.<sup>14</sup> If the subscriber has moved, ConnectToWireless will update the NLAD, once in place, with the information within 10 business days of receipt of the information.<sup>15</sup>

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

## **2. Initial and Annual Certification**

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. ConnectToWireless's application form will identify that it is a "Lifeline" application. ConnectToWireless will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

ConnectToWireless's initial and annual certification forms will conform to the list of requirements provided in the *Order*, Appendix C and with C.F.R. § 54.410(d), as amended. ConnectToWireless's Lifeline certification forms, a draft sample of which is attached as Exhibit A, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;

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

<sup>14</sup> See *Order* at ¶ 85.

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

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

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

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

ConnectToWireless will require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

- (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;
- (ii) The subscriber will notify the carrier within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
- (iii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands, as defined in 54.400(e);
- (iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within 30 days;
- (v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every 90 days;
- (vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
- (vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge,

- (viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
- (ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings, that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.<sup>16</sup>

Enrollment in person. The Company will primarily enroll Lifeline applicants in person at community events, such as community and neighborhood festivals and senior centers. When a prospective customer applies at an event, Company employees, agents or representatives ("personnel") will ask to see a government issued ID and will validate the address via a USPS/Melissa Database. Company employees will staff the events. In some cases for large events, the Company may use agents in addition to Company employees in order to staff events. The Company will check the National Lifeline Accountability Database, once it is available; until that time, the Company will input the name/address combination into CGM, LLC's aggregate duplicate database (see section III.D below) to confirm that the applicant is not already receiving a Lifeline subsidy from ConnectToWireless or any other CGM client that has agreed to share their data. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. In

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<sup>16</sup> See Order at ¶ 168.

cases where an eligibility database exists, personnel will query the database to determine eligibility. In states where eligibility databases are not available, the applicant is required to provide proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. ConnectToWireless's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). Eligibility documents are returned to the customer after review. Finally, ConnectToWireless personnel will verbally review all certifications and disclosures with the applicant before they sign the application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, the customer is allowed to receive their free handset in person. In cases where the customer has his/her own E911-compliant GSM-compatible handset, the customer may choose to receive a SIM (Subscriber Identity Module) card in lieu of the Company's free handset. In instances where eligibility databases cannot be accessed in real-time, ConnectToWireless will mail the phone/SIM card to eligible customers once verification of eligibility is complete. The Company does not expect to ship more than 5% of its orders; the majority of handsets/SIM cards will be given in person at community events directly to the qualifying Lifeline customer. When shipped, the handset/SIM card is not pre-activated and Company will use signature confirmation for delivery. The customer's account is then activated upon the customer's personal initiation or actual use of the phone/SIM card. The customer will receive instructions with the handset/SIM card in order to properly activate his/her phone and Lifeline account.

ConnectToWireless may also enroll customers at retail stores, in which case the protocol for signing up customers closely resembles the process at an event. Agents will be fully trained and educated on the Company's Lifeline program. They are able to access necessary databases (USPS/Melissa, duplicates database, eligibility databases) to determine eligibility, and, when required, can personally review eligibility based on proof of income or program participation. Agents will have access to the Company system and databases which will utilize both Solix and CGM and, in all cases, customer eligibility will be confirmed by the Company. Company personnel are able to verbally review the required disclosures with applicants and obtain the completed application form in person. Phones/SIM cards are delivered upon successful completion of the certification process, as detailed above, and the customer's account is activated upon the customer's personal initiation or actual use of the phone/SIM card.

Enrollment by phone. With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. Company personnel will obtain applicant's verbal confirmation of each required certification. If the applicant indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, personnel will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility

database is available, the application will be placed in a “hold” status until the Company receives copies of the applicant’s proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the “Office Use Only” section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). ConnectToWireless will destroy copies of proof documentation and deliver phones/SIM cards to eligible customers by mail. When shipped, the handset/SIM card is not pre-activated and Company will use signature confirmation for delivery. The customer’s account is then activated upon the customer’s personal initiation or actual use of the phone/SIM card. The customer will receive instructions with the handset/SIM card in order to properly activate his/her phone and Lifeline account.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. ConnectToWireless will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.<sup>17</sup> If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC’s one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, the application will

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<sup>17</sup> See *Order* at ¶ 123.

be placed in a “hold” status until the Company receives copies of the applicant’s proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the “Office Use Only” section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). ConnectToWireless will destroy copies of proof documentation and deliver phones to eligible customers by mail. When shipped, the handset/SIM card is not pre-activated and Company will use signature confirmation for delivery. The customer’s account is then activated upon the customer’s personal initiation or actual use of the phone/SIM card. The customer will receive instructions with the handset/SIM card in order to properly activate his/her phone and Lifeline account.

Enrollment by fax. When enrolling via fax, prospective customers will be able to download an application form from the Company’s website or receive one from the Company’s events or retail locations. Customers can fill out the application form and fax a copy of the application form along with copies of their proof of identity and documentation of participation in an eligible program or income-eligibility to the Company’s fax number. If the applicant indicates on the application form that their address is a multi-household residence, personnel will contact the applicant via phone and require the applicant to complete and fax in USAC’s one-per-household template as well. If no eligibility database is available, personnel will contact the applicant via phone and advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by

accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, the application will be placed in a “hold” status until the Company receives copies of the applicant’s proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the “Office Use Only” section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). In all cases, when the Company receives an application form via fax, Company personnel will contact the applicant via phone and verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, with the fax applicant. Company personnel will obtain applicant’s verbal confirmation of each required certification. ConnectToWireless will destroy copies of proof documentation and deliver phones/SIM cards to eligible customers by mail. When shipped, the handset/SIM card is not pre-activated and Company will use signature confirmation for delivery. The customer’s account is then activated upon the customer’s personal initiation or actual use of the phone/SIM card. The customer will receive instructions with the handset/SIM card in order to properly activate his/her phone and Lifeline account.

ConnectToWireless will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, ConnectToWireless will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.<sup>18</sup> If a database is used to establish eligibility, ConnectToWireless will not require documentation of the consumer’s participation in a

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<sup>18</sup> See Order at ¶ 97.

qualifying federal program; instead, ConnectToWireless or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.<sup>19</sup> However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for ConnectToWireless to check electronic databases for eligibility, ConnectToWireless will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.<sup>20</sup> ConnectToWireless will require acceptable documentation both for income eligibility and for program eligibility. The Company will not retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.<sup>21</sup> ConnectToWireless understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases ConnectToWireless remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.<sup>22</sup>

ConnectToWireless will provide Lifeline-specific training to all personnel, employees, agents, and representatives, with training designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company employee, agent, or representative may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training

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<sup>19</sup> See Order at ¶ 98.

<sup>20</sup> See Order at ¶ 99.

<sup>21</sup> See Order at ¶ 101.

<sup>22</sup> See Order at ¶ 110.

discusses the Company's Lifeline application form (see Exhibit A) on a section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate the ability of employees, agents, or representatives to explain each item contained therein and answer any customer questions. Because the Company is responsible for the actions of all its personnel, including those enrolling customers in any Company-owned or agent retail locations, and a Company employee will be responsible for overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement, the Company always "deals directly" with its customers to certify and verify customers' Lifeline eligibility.

### **3. Annual Re-Certification**

ConnectToWireless understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the Company may elect to perform this re-certification on a rolling basis throughout the year.<sup>23</sup> By December 31, 2012, ConnectToWireless will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.<sup>24</sup> The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. ConnectToWireless will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. ConnectToWireless

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<sup>23</sup> See *Order* at ¶ 130.

<sup>24</sup> See *id.*

understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.<sup>25</sup>

Alternatively, where a database containing consumer eligibility data is available, ConnectToWireless (or state agency or third-party, where applicable) will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, ConnectToWireless will contact the subscriber every year during the annual certification process to obtain a valid address.<sup>26</sup> After 2012, ConnectToWireless will continue to annually certify the continued eligibility of its entire subscriber base, either by accessing a qualifying database, or by electing to have USAC administer the self-certification process on the Company's behalf.<sup>27</sup>

ConnectToWireless will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of ConnectToWireless's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

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

(2) that the Company is in compliance with all federal Lifeline certification

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<sup>25</sup> See Order at ¶ 132.

<sup>26</sup> See Order at ¶ 131.

<sup>27</sup> See Order at ¶ 133.

procedures.<sup>28</sup>

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

ConnectToWireless shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Company customers from engaging in such abuse of the program, inadvertently or intentionally.

ConnectToWireless has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. The Company contracts with a third party Lifeline service bureau, currently CGM, LLC of Roswell, Georgia, to edit all subsidy request data. CGM will process and validate the Company's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second lifeline subsidy in that same month; and (2) Inactive lines receiving subsidy: CGM's systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described herein, ConnectToWireless ensures that it does not over-request from support funds.

As detailed in section III.C.2, ConnectToWireless first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, ConnectToWireless requires the applicant to provide their date of birth (DOB) and last four digits of their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the Company representative can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, ConnectToWireless verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, ConnectToWireless checks any available eligibility database. If

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<sup>28</sup> See Order at ¶ 126-27.

one is not available, the applicant is required to provide proof of eligibility. This prevents ineligible applicants from receiving the subsidy.

ConnectToWireless validates the applicant's address via a USPS/Melissa Database to ensure the address is correct. The Company will check the NLAD, once it is available; until that time, the Company will dip the name/address combination into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from ConnectToWireless or any other CGM client that has agreed to share their data. This is done through an API connection between the Company's provisioning platform and CGM. This prompts the representative to detail the one-per-household rule with the applicant.

#### **1. National Lifeline Accountability Database**

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

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

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<sup>29</sup> See *Order* at ¶ 189.

<sup>30</sup> See *Order* at ¶ 190.

more than one Lifeline benefit.<sup>31</sup>

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

## **2. Subscriber Usage**

ConnectToWireless will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, ConnectToWireless will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.<sup>33</sup> ConnectToWireless will notify its subscribers at service initiation, via the certification form and via script that is reviewed with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.<sup>34</sup> An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.<sup>35</sup> ConnectToWireless utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates the Company's subsidy data to prevent a

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<sup>31</sup> See Order, Appendix C.

<sup>32</sup> See Order at ¶ 203.

<sup>33</sup> See Order at ¶ 257.

<sup>34</sup> See *id.*

<sup>35</sup> See Order at ¶ 261.

subsidy request for customers that are inactive under the Company's non-usage policy.<sup>36</sup> After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. ConnectToWireless will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.<sup>37</sup>

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

ConnectToWireless will implement the measures outlined herein to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. ConnectToWireless will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:<sup>38</sup> (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service; and (4) Lifeline is a government benefit program. ConnectToWireless's website and printed collateral will explain the documentation necessary for enrollment, and the details of ConnectToWireless' plans. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.<sup>39</sup> For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false

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<sup>36</sup> CGM, LLC is currently the Company's third party contractor.

<sup>37</sup> See Order at ¶ 262. 911 transmissions will actually be performed by the Company's underlying facilities-based CMRS provider.

<sup>38</sup> See Exhibit B for a sample advertisement. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. See Order at ¶ 275.

<sup>39</sup> See Order at ¶ 275.

statements are not practicable, ConnectToWireless will include the URL link for its website where disclosures will be listed. Additionally, ConnectToWireless will disclose the company name under which it does business.<sup>40</sup>

ConnectToWireless also intends to serve the Armenian and Russian communities as these communities seem to be underserved and such wireless services are much needed within these communities. To that extent, the Company will have marketing materials as well as Customer Service available in both Hayeren and Russian languages.

#### **4. Audits**

The *Order* requires ETCs that draw \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, to hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess the ETC's overall compliance with the program's requirements.<sup>41</sup> ConnectToWireless will comply with this requirement if and when it is approved, including applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.<sup>42</sup>

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

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

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<sup>40</sup> *See id.*

<sup>41</sup> *See Order* at ¶ 291.

<sup>42</sup> *See Order* at ¶ 294. As of the date of filing of this Compliance Plan, the audit requirement has not been approved pursuant to the Paperwork Reduction Act.

Lifeline program. Furthermore, ConnectToWireless will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).<sup>43</sup>

If a customer does not respond to the Company's annual verification survey within 30 days, or if ConnectToWireless has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), ConnectToWireless will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.<sup>44</sup> Similarly, ConnectToWireless will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.<sup>45</sup>

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,<sup>46</sup> ConnectToWireless will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. ConnectToWireless will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above.

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<sup>43</sup> See Order at ¶ 122.

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

<sup>45</sup> See Order at ¶ 89.

<sup>46</sup> See Order at ¶ 214-16.

ConnectToWireless will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. ConnectToWireless will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.<sup>47</sup>

## **F. Additional Rule Amendments**

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

ConnectToWireless has attached as Exhibit C its terms and conditions of service. The Company's Lifeline offering is summarized in section IV.C below. These terms and conditions are subject to change as needed, and the most current version may be found at [www.connecttowireless.com](http://www.connecttowireless.com).

### **2. Reporting Requirements**

ConnectToWireless will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.<sup>48</sup>

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<sup>47</sup> See Order at ¶ 257.

<sup>48</sup> See Order at ¶ 296, 390. Section 153 of the Communications Act defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person."

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

In seeking reimbursement for Lifeline, ConnectToWireless will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.<sup>49</sup> ConnectToWireless will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,<sup>50</sup> and the Company will seek reimbursement for actual lines served, not projected lines.<sup>51</sup>

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

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

## **IV. COMPANY INFORMATION**

ConnectToWireless is a California corporation with principal offices located at 9901 Roscoe Blvd., Sun Valley, CA 91352. ConnectToWireless will provide both prepaid and postpaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint, Verizon, and AT&T. These carriers are nationwide carriers that provide wholesale capacity on its wireless network to resellers like ConnectToWireless. ConnectToWireless will obtain from these carriers the network infrastructure and transmission facilities to allow ConnectToWireless to operate as a Mobile Virtual Network Operator (“MVNO”).

### **A. Operations**

The Company was incorporated in California on December 30, 2009 as ConnectTo World, Inc. The Company registered its d/b/a ConnectToWireless on August 2, 2012. The Company

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<sup>49</sup> See *Order* page 221.

<sup>50</sup> See *Order* at ¶ 128.

<sup>51</sup> See *Order* at ¶ 302.

identifies itself as ConnectTo World and/or ConnectToWireless on its marketing and advertising materials. The Company has no holding company, no operating companies, and no affiliates.

The Company has a direct contract with Sprint. The Company is negotiating direct contracts with Verizon and AT&T; however, currently the Company goes through third-party MVNE Reunion Wireless.

ConnectToWireless will purchase wholesale DSL service from ConnectTo Communications, Inc. to combine with its wireless offerings. The Company will be purchasing its phone handsets from various vendors, including, but not limited to: Reunion Wireless, Raegan Wireless, and GSC. The Company also has third-party vendor relationships with Curatel, PCS1, Megapath, and SonicNet to provide Internet and Voice-over-Internet protocol (“VoIP”) services, as well as with DirectTV to provide Satellite TV services.

#### **B. Financial and Technical Capability**

ConnectToWireless is financially and technically capable of providing Lifeline-supported services.<sup>52</sup> ConnectToWireless has been in business for 3 years as ConnectTo World, Inc. providing security monitoring, Satellite TV installation, Internet Protocol television (IPTV), Internet, and VoIP services to customers in California. The Company was profitable for year ending 2011, continues to generate monthly revenue, and will report even higher profitability for year ending 2012 as well. The Company can provide financial statements upon request. The Company will continue to rely on its successful business model and service offerings to sustain and grow its business, independent of USF disbursements that provide discounts for qualifying Lifeline subscribers. ConnectToWireless intends to provide wireless service to both Lifeline and non-Lifeline customers. ConnectToWireless will launch its retail and Lifeline wireless service simultaneously. ConnectToWireless received its Wireless Identification Number (U-4434-C) to

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<sup>52</sup> See Order at ¶ 387.

provide wireless retail service in California on August 15, 2012.

ConnectToWireless has not been subject to enforcement action or ETC revocation proceedings in any state. In the event that USAC ceases disbursements for a period of time, the Company will still be able to provide service to its customers. Furthermore, the senior management of ConnectToWireless has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.<sup>53</sup> ConnectToWireless will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

### **C. Customer Service**

ConnectToWireless is dedicated to quality customer service and care. Lifeline customers can reach the Company's Customer Service department via phone, mail, e-mail, fax, or online at the Company's website. ConnectToWireless' Customer Service department is available from 8:00AM to 8:00PM PST; Technical Support is available 24 hours a day Monday through Saturday. The Company has a dedicated Customer Service staff that will handle all service requests, including elective de-enrollments as outlined in Section III.E above.

### **D. Lifeline Offering**

ConnectToWireless will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carriers.<sup>54</sup> As detailed in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with eight different plan options, all at discounted rates off the Company's retail plan options.<sup>55</sup> Discounts are equal to the Federal

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

<sup>54</sup> The Company reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

<sup>55</sup> Plan availability may vary by state in accordance with state minimum requirements.

Lifeline subsidy. Plans include options with text messaging and data service.<sup>56</sup> Plans can either be prepaid or postpaid. Customers that bundle their wireless service and Internet service with the Company will qualify for the Company's postpaid program. All other customers must use the Company's prepaid program.

The Company's various plan options range from 250 anytime minutes to unlimited anytime minutes so customers can choose the plan that best meets their needs:

1. Lifeline Wireless Connect – includes 250 anytime minutes. These minutes do not rollover and text messaging is not included.
2. Lifeline Wireless Connect Plus – includes 300 anytime minutes. These minutes do not rollover. Text messaging is at a rate of one minute of voice (1 incoming or outgoing text = 1 minute of voice).
3. Lifeline Wireless Ultimate – includes 350 anytime minutes. These minutes do not rollover. Text messaging is at a rate of one minute of voice (1 incoming or outgoing text = 1 minute of voice).
4. Lifeline Wireless Ultimate Plus – includes 500 anytime minutes. These minutes do not rollover. Text messaging is at a rate of one minute of voice (1 incoming or outgoing text = 1 minute of voice).
5. Lifeline Wireless Supreme – includes 750 anytime minutes. These minutes do not rollover. Text messaging is at a rate of one minute of voice (1 incoming or outgoing text = 1 minute of voice).
6. Lifeline Wireless Supreme Text and Data – includes 750 anytime minutes, 2000 text messages, and 100 Mbps data. There is no rollover on minutes, text messages, or data.
7. Lifeline Wireless Unlimited Voice and Text – includes unlimited anytime minutes and unlimited text messages. There is no rollover on minutes or text messages.
8. Lifeline Wireless Unlimited – includes unlimited anytime minutes, unlimited text messages, and 500 Mbps data. There is no rollover on minutes, text messages, or data.

All Customers have the capability of purchasing additional bundles of minutes (or text

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

messages) in denominations as low as \$9.99 and \$18.99.<sup>57</sup> Additional data can also be purchased for \$9.99 and \$39.99.<sup>58</sup> Additional minutes, texts, or data can be purchased by calling Customer Service, at no decrement in minutes, or by contacting Customer Service via the Company's website [www.connecttowireless.com](http://www.connecttowireless.com). In addition to voice services, all of ConnectToWireless' Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. In cases where the customer has his/her own E911-compliant GSM-compatible handset, the customer may choose to receive a SIM card in lieu of the Company's free handset. The Company does not impose burdensome credit checks or long-term service contracts on its customers. Customers are not bound by a local calling area requirement; all ConnectToWireless Lifeline plans come with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to ConnectToWireless Customer Service are also free. The full terms and conditions of the Company's plans are attached as Exhibit C and can also be found at [www.connecttowireless.com](http://www.connecttowireless.com).

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<sup>57</sup> \$9.99 = 250 minutes and \$18.99 = 500 minutes.

<sup>58</sup> \$9.99 = 100 Mbps and \$39.99 = 500 Mbps.

**V. CONCLUSION**

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

Respectfully submitted,

**ConnectTo World, Inc. d/b/a ConnectToWireless**

/s/ Lance J.M. Steinhart

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(770) 232-9200

*Its Counsel*

Dated February 8, 2013

**Exhibit A**

Sample Lifeline Certification Form



## Wireless Lifeline Assistance Application

This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is for the purpose of verifying your participation in these programs. Service requests will not be processed until this form has been received and verified by Company.

**Things to know about the Lifeline Program:**

- (1) Lifeline is a federal non-transferable 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.

**Mail application to :**  
**P.O. Box 3606, Glendale, CA 91221-0706**  
**OR for faster processing fax to: 1-888-777-9066**

**APPLICANT INFORMATION:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_ APT/Floor/Other \_\_\_\_\_ **(No PO Boxes, Must be your principal address)**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

This address is:  Permanent  Temporary

This address is Multi-Household:  Yes  No

Contact Telephone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Last 4 digits of your Social Security Number (or Tribal ID Number): \_\_\_\_\_

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

- |  |   |
|--|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)        | <input type="checkbox"/> Maryland Energy Assistance Program (MEAP)          |
| <input type="checkbox"/> Medicaid  | <input type="checkbox"/> Temporary Cash Assistance (TCA)                    |
| <input type="checkbox"/> Supplemental Security Income (SSI)                      | <input type="checkbox"/> Public Assistance to Adults (PAA)                  |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)          | <input type="checkbox"/> Temporary Disability Assistance Program (TDAP)     |
| <input type="checkbox"/> Electric Universal Service Program (EUSP)               | <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) |
| <input type="checkbox"/> Household Income at or below 135% Federal Poverty Level |   |

Household Size	Maximum Yearly Income
1	\$15,080
2	\$20,426
3	\$25,772
_____	\$ _____

If you have more than 3 people in your household, write the number and add \$5,346 for each additional person on top of the \$25,772.

**YOU MUST PROVIDE DOCUMENTED PROOF OF YOUR PARTICIPATION IN THE ABOVE PROGRAMS OR PROOF OF INCOME.**



## **Exhibit B**

Sample Advertisements

# ConnectTo **WIRELESS**



**250  
MINUTES  
FREE EVERY MONTH!**

**NO MONTHLY CHARGE FOR  
LIFELINE QUALIFIED CUSTOMERS!**

- ✓ Free Service to Lifeline Qualified Customers
- ✓ Free Wireless Phone Provided by ConnectTo Wireless
- ✓ No Contracts & No Credit Checks

#### ConnectTo Lifeline Plan Pricing

<b>250</b> Minutes .....	<b>\$0.00</b>
<b>300</b> Minutes .....	<b>\$2.50</b>
<b>350</b> Minutes .....	<b>\$5.00</b>
<b>500</b> Minutes .....	<b>\$10.74</b>
<b>750</b> Minutes .....	<b>\$15.74</b>
<b>750</b> Minutes .....	<b>\$25.74</b>
<b>UNLIMITED</b> .....	<b>\$35.74</b>

#### USAGE AND INCLUDED MONTHLY MINUTES

While you are enrolled in the ConnectTo Wireless Lifeline Program, you will receive a monthly allotment of minutes as provided for by the ConnectTo Wireless Lifeline Program with the additional Lifeline discount. To qualify for the Lifeline program, one should meet the Lifeline qualification requirements, complete the required forms and provide the required documentation. Please ask our representatives for details or by calling 1-888-738-7777 or visiting our website at [www.ConnectToWireless.com](http://www.ConnectToWireless.com).

- ✓ This is a Lifeline service provided by ConnectTo Wireless, Inc. which is an eligible telecommunications carrier
- ✓ Lifeline is a government assistance program
- ✓ There can only be one Lifeline discount per household, consisting of either wireline or wireless service
- ✓ Service is non-transferable
- ✓ Customers must present appropriate documentation to confirm eligibility for the ConnectTo Lifeline program via participation in Federal Public Housing Assistance, Food Stamps, Low Income Home Energy Assistance Program (LIHEAP), Income below 135% of the Federal Poverty Guidelines, Medicaid, National School Lunch's Free Lunch Program, Supplemental Security Income (SSI), Temporary Assistance to Needy Families (TANF), Additional Program Based Eligibility criteria varies by state.
- ✓ 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.

ConnectTo  
**WIRELESS**

TO SIGN UP

**CALL: 1-888-738-7777**  
**EMAIL: SALES@CONNECTTOWIRELESS.COM**  
**VISIT US: WWW.CONNECTTOWIRELESS.COM**

## **Exhibit C**

### Lifeline Terms and Conditions

# ConnectTo World, Inc. d/b/a ConnectToWireless Terms and Conditions of Service

ConnectTo World, Inc. provides wireless service under the trade name ConnectToWireless.

Please read these ConnectToWireless Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and ConnectToWireless. They contain important information about your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial.

ConnectToWireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the ConnectToWireless website on [www.ConnectToWorld.com](http://www.ConnectToWorld.com). You should check the [ConnectToWorld.com](http://www.ConnectToWorld.com) website regularly for updates to these Terms and Conditions of Service.

By enrolling in the ConnectToWireless Lifeline Program (the "ConnectToWireless Lifeline Program") and by using the ConnectToWireless Lifeline service (the "ConnectToWireless Lifeline Service"), you ("You"), the participant, acknowledge and agree to the following terms and conditions:

## 1. CONNECTTOWIRELESS LIFELINE PROGRAM DESCRIPTION.

Lifeline is a government benefit program that provides discounts on monthly telephone service for eligible low-income consumers to help ensure they have the opportunities and security that telephone service affords, including being able to connect to jobs, family, and 911 services. Lifeline is supported by the federal Universal Service Fund and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the ConnectToWireless Lifeline Program, a person must meet certain eligibility requirements set by the FCC and by each state where the ConnectToWireless Lifeline Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the ConnectToWireless Lifeline Program.

The ConnectToWireless Lifeline Program allows **one (1)** enrollment per "household". The ConnectToWireless Lifeline Program permits only one Lifeline benefit per household, therefore, no person currently living in the household may receive Lifeline benefits from any other Lifeline program. Applicants for the ConnectToWireless Lifeline Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form.
- Do not currently receive Lifeline support for any telephone line, whether landline or wireless, serving their residential address and no other resident in their household participates in the Lifeline program.
- If the applicant is already participating in another Lifeline program, then the applicant agrees to cancel their current household Lifeline support provider in order to enroll in the ConnectToWireless Lifeline Program.
- Will notify ConnectToWireless by calling 888-738-7777 if and when they no longer qualify for any of the public assistance programs identified in their application form.

- Will notify ConnectToWireless of any change of address by calling 888-738-7777
- Reviewed the information contained in their application and certify that it is true and correct to the best of their knowledge and belief.

Applicants who qualify and are enrolled in the ConnectToWireless Lifeline Program will receive a free or discounted mobile phone provided by ConnectToWireless, or use their own GSM mobile phone with a ConnectToWireless Subscriber Identity Module (SIM) card. LifeLine customers will receive a monthly discount equal to the Federal Lifeline subsidy (currently \$9.25). This discount will be applied to ConnectToWireless' retail rates. Where the state commission, a state administrator, or other state agency does not determine eligibility, ConnectToWireless will determine at its sole discretion whether an applicant meets the eligibility requirements to participate in the ConnectToWireless Lifeline Program. Applicants who do not meet the eligibility requirements will receive written notification, via US Mail, of the reason for their non-eligibility.

The monthly minutes provided by the ConnectToWireless Lifeline Program will vary from state to state. Please call ConnectToWireless at 888-738-7777 or visit our website [www.ConnectToWorld.com](http://www.ConnectToWorld.com) for further information. Upon enrollment in the ConnectToWireless Lifeline Program, you will be qualified to participate for up to one (1) year. To continue your enrollment in the ConnectToWireless Lifeline Program after the initial year, you must verify annually that you are qualified for continued enrollment in the ConnectToWireless Lifeline Program as required by your state Public Service Commission, Public Utility Commission, or other agency administering the Lifeline Program in your state. ConnectToWireless will also conduct verification drives for each state according to its rules. If ConnectToWireless determines during its verification drive, or at any other time, that a customer fails to continue to qualify for the ConnectToWireless Lifeline Program, such customer will immediately be deemed ineligible to participate in the ConnectToWireless Lifeline Program. Ineligible customers will be de-enrolled from the ConnectToWireless Lifeline Program and will no longer receive the Lifeline discount. Such customers can continue paying regular ConnectToWireless non-Lifeline retail rates. ConnectToWireless customers who are no longer eligible (for any reason) for enrollment in the ConnectToWireless Lifeline Program must immediately notify ConnectToWireless that they no longer meet the eligibility requirements for enrollment. A ConnectToWireless customer's Lifeline enrollment may also be cancelled upon the request of a state and/or federal authority. In California, customers must be approved by a state program administrator to qualify for the Lifeline discount, once the customer has been approved in California for the Lifeline program, ConnectToWireless will credit back the Lifeline discount from the day of enrollment (effective date provided by California Lifeline Administrator). In other states, if customers are signed up as Lifeline customers and it has subsequently been determined that they no longer qualify for Lifeline, such customers will be charged for the discounts they have received from from the date of ineligibility.

ConnectToWireless reserves the right to cancel the enrollment of any customer in the ConnectToWireless Lifeline program and/or permanently deactivate any customer's ConnectToWireless phone for fraud, misrepresentation or other misconduct as determined solely by ConnectToWireless. While participating in the ConnectToWireless Lifeline Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or ConnectToWireless Lifeline service provided to him/her by ConnectToWireless as Lifeline qualified customer. **IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE CONNECTTOWIRELESS CELLULAR PHONE OR CONNECTTOWIRELESS LIFELINE SERVICE PROVIDED TO YOU BY CONNECTTOWIRELESS** as a Lifeline qualified customer. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if ConnectToWireless determines, in its sole discretion, that a ConnectToWireless Lifeline customer has violated these prohibitions, ConnectToWireless will then permanently de-enroll the customer from the ConnectToWireless Lifeline Program, and such customer's phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the ConnectToWireless Lifeline program in the future. If you have any questions, concerns, comments or complaints regarding the ConnectToWireless LifeLine Program or Service, offerings or products, please call ConnectToWireless Customer Care at 888-738-7777. You may also contact your state's Public Service Commission/Public Utility Commission.

## **2. ACTIVATION AND USE OF YOUR CONNECTTOWIRELESS PHONE.**

Upon enrollment in the ConnectToWireless Lifeline Program, you will receive a ConnectToWireless phone, you can pick up the phone at ConnectToWireless retail locations or the phone can be delivered to your home address noted in the application. The qualified Lifeline customer must personally activate the phone in order to use it. You can also request a preprogrammed SIM card to be used with your GSM phone. You must accept the ConnectToWireless telephone number assigned to your ConnectToWireless phone at the time of activation. ConnectToWireless Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"). The number assigned to your ConnectToWireless phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your ConnectToWireless phone. You also have an option to keep any phone number that you have from any other service provider, in which case your number will be ported to ConnectToWireless network. You can also choose to port your landline phone number to ConnectToWireless service. Your ConnectToWireless phone can only be used through ConnectToWireless network, and cannot be activated with any other wireless or cellular service, while your service is under terms of contract or you have been qualified for Lifeline program and received free or discounted phone defined by the terms of the contract. ConnectToWireless Services are provided at ConnectToWireless' discretion. Some functions and features referenced in the Manufacturer's manual provided with your CONNECTTOWIRELESS phone may not be available on your ConnectToWireless handset. ConnectToWireless may modify or cancel any ConnectToWireless Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

## **3. MINUTE RATES, USAGE AND INCLUDED MONTHLY MINUTES.**

While you are enrolled in the ConnectToWireless Lifeline Program, you will receive a monthly allotment of minutes as provided for by the ConnectToWireless Lifeline Program with the additional Lifeline discount. Wireless Minutes, text (SMS), Data is issued in unit increments. Units are deducted from the ConnectToWireless phone at a rate of one (1) unit per minute or partial minute of use, one (1) unit per Text(SMS) or partial Text(SMS) and one (1) unit per ½ (half) Mbps of Data rounded up to the nearest full 1/2 Mbps . There is no additional charge for nationwide long distance. All ConnectToWireless plans have to following features:

### **Monthly minutes Included in Plan**

**May include Text Message**

**US Long Distance**

**Voicemail**

**Caller ID**

**Call Waiting**

**ConnectToWireless is providing the following plans at the current time. You have to check the Company's website [www.ConnectToWorld.com](http://www.ConnectToWorld.com) for current rates, terms and conditions. A Lifeline discount equal to the federal Lifeline subsidy (currently \$9.25) is provided to qualified Lifeline customers. Additional Discounts may be provided in some states for qualified residents.**

Table 1

ConnectToWireless Plans	Minutes	Text (SMS)	Data	Postpaid Only Usage			Retail Plan Price	Lifeline Plan Price
				Overage Minutes	Overage Text	Overage Data/ Meg		
Wireless Connect **	250	0	0	\$0.20	\$0.20	\$0.40	\$9.25	\$0.00
Wireless Connect Plus *	300	0	0	\$0.20	\$0.20	\$0.40	\$11.75	\$2.50
Wireless Ultimate *	350	0	0	\$0.20	\$0.20	\$0.40	\$14.25	\$5.00
Wireless Ultimate Plus *	500	0	0	\$0.10	\$0.10	\$0.20	\$19.99	\$10.74
Wireless Supreme *	750	0	0	\$0.10	\$0.10	\$0.20	\$24.99	\$15.74
Wireless Supreme Text and Data	750	2000	100	\$0.10	\$0.10	\$0.20	\$34.99	\$25.74
Wireless <u>Unlimited</u> Voice and Text	unlimited	unlimited	0	\$0.00	\$0.00	\$0.10	\$44.99	\$35.74
Wireless <u>Unlimited</u>	unlimited	unlimited	500	\$0.00	\$0.00	\$0.05	\$59.99	\$50.74

\*Can use combination of voice or text (1 incoming or outgoing text = 1 minute of voice)

\*\*Not available in California

1 minute of voice = 1 incoming or outgoing text = 1/2 Mbps data

Minutes do not rollover

ConnectToWireless provides prepaid and postpaid programs,

In order to elect ConnectToWireless' postpaid option, customers must bundle their wireless service with ConnectTo World, Inc.'s Internet service. Those customers that choose to bundle their wireless service and Internet service will receive a \$5 discount on their Internet service.

If ConnectToWireless is purchased as a standalone wireless service, not with ConnectTo World, Inc.'s Internet service, then customers must be in the prepaid program..

In the case of ConnectToWireless prepaid program customers, the phone will stop working if all the voice minutes, text, and data provided as part of the program finish or expire. In the case that only one of the provided services, voice minutes, text, or data, in the plan has not expired, the customer can still use the unfinished service of voice minutes, text, or data. However, the phone will always work for calls to 911 emergency services. 911 emergency services calls are always available regardless of the amount of voice minutes, text, or data remaining on the account.

In ConnectToWireless' prepaid program, expiration is 30 days from the time of activation, at which time all unused resources (voice minutes, text, and data) expire. In the case of expiration, prepaid program customers can choose to purchase a refill. The following refill options are available.

Table 2 (Refill or Add-on for Postpaid)

<u>1 min voice = 1 text = 1/2 Mbps Data</u>	Refill	Refill Cost
Combo Voice, or Text	250	\$9.99
Combo Voice or Text	500	\$18.99
Data 100	100	\$9.99
Data 500	500	\$39.99

**For ConnectToWireless postpaid program customers, there will be no rollover of minutes, and after each month's billing, the plan will be replenished with the included voice minutes, text, and/or data. Overage charges will apply to any voice minutes, texts, and/or data used. Postpaid service customers can still choose to set a limit on voice minutes, text and data usage.**

ConnectToWireless **Unlimited service provides unlimited voice minutes and unlimited text messages.**

## INTERNATIONAL CALLING

ConnectToWireless **prepaid customers must purchase additional International prepaid minutes if they choose to make international calls.**

ConnectToWireless **postpaid customers can choose to activate or de-activate International calling. The initial setup of enabling international calling and disabling international calling at the time of the activation of the phone will be free. After activation of the phone if the customer decides to change the international calling setup, there will be a one-time \$5.00 charge for each subsequent change. ConnectToWireless Lifeline customers can choose to disable international calling if they have chosen to have international at the time of activation for free (No charge for Toll Limitation for Lifeline customers).**

Please visit [www.connecttowireless.com](http://www.connecttowireless.com) for per country and international rates.

New ConnectToWireless customers must choose a plan upon enrollment. Existing ConnectToWireless customers who wish to switch plans may do so online or by calling 888-738-7777. If you switch plans before the 25th day of your billing cycle, the change will be effective the following billing cycle. If you switch plans on or after the 25th day of the billing cycle, the change will be effective in the second billing cycle following your request to switch plans. You may use your free monthly allotment of minutes to place or receive calls, to send or read text messages or multi-media messages and to access the internet (with certain models of phones).

Minutes will be deducted for all the time during which your ConnectToWireless phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, and 411. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) minutes will be deducted for each call. Minutes are deducted while making international calls in addition to international rated charge to your prepaid or postpaid international plan. In addition to minutes deducted for 411 calls, one-time \$1.99 will be deducted for each 411 call. Minutes are **not** deducted for calls to 911, and all handsets will be able to call 911 even if they have no minutes remaining. Customers in the State of Washington will not be charged for calls to Customer Care if they dial 611 directly from their handset. For outbound calls, you may be charged minutes for incomplete and/or busy-no answer calls. Minutes will be deducted for use of other services such as text messaging and accessing the ConnectToWireless Mobile Web ("WAP"). No credit or refund is given for dropped calls.

## 4. TEXT MESSAGING.

You may use your monthly allotment of minutes to send and/or open text messages. Text messages sent to you by ConnectToWireless are free of charge. The charge to send or open an incoming text message using your ConnectToWireless phone will vary depending upon your plan. Please refer to the ConnectToWireless plan descriptions in Table 1. Please note that ConnectToWireless does not generally participate in Premium SMS services or campaigns. Premium SMS campaigns include activities such as

casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a ConnectToWireless authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur because of any attempts to participate in Premium SMS services or campaigns not authorized by ConnectToWireless are not refundable whether you incur charges as deductions from your ConnectToWireless phone or from your credit card. You may purchase from ConnectToWireless ring tones, graphics and certain information services. You may utilize multi-media services with certain ConnectToWireless models of phones. See ConnectToWireless Data Services below for more information.

#### **5. INTERNATIONAL CALLING.**

International calling is available. If you selected an International Plan, you may use your ConnectToWireless phone to make international calls to landlines and some cellular phones in some countries at no additional charge (see website for available countries and details). The countries where international calling is available are subject to change at any time without prior notice. In order to place an international call, you will need to dial the International Long Distance ("ILD") access number and follow the instructions. Minute deductions for international calls begin the moment the ILD access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When placing international calls, you may experience connection failures more frequently than calls made within the United States. ConnectToWireless will not credit minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your ConnectToWireless phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands (the "Coverage Area"). Any attempt to make or receive calls when you are located outside of the Coverage Area could result in service deactivation and de-enrollment from the ConnectToWireless Lifeline Program.

#### **6. MINUTE CARDS (Prepaid only service)**

Your ConnectToWireless phone will only operate when you have minutes available on the ConnectToWireless phone, except when calling 911 emergency services. Calls to 911 emergency services will always work regardless of the number of minutes available on your account, even when that number is zero. If you run out of your monthly allotment of airtime, you may purchase and add additional minutes to your phone. See the instructions above for adding airtime. In addition you can purchase prepaid International calling plans from ConnectToWireless. Please see the refill programs in Table 2, and visit [www.ConnectToWorld.com](http://www.ConnectToWorld.com) website for international rates. Postpaid customers will have their plans reset after each billing cycle and will have a choice of having postpaid international usage, too. Postpaid customers can activate and deactivate international calling at any time.

#### **7. SERVICE END DATE, DEACTIVATION AND REACTIVATION FOR CONNECTTOWIRELESS LIFELINE PROGRAM**

As a ConnectToWireless Lifeline customer, you will receive 365 service days upon your enrollment and activation in the ConnectToWireless Lifeline Program and another 365 service days following each successful annual verification of your continued program eligibility in the ConnectToWireless Lifeline Program. If you fail to complete your annual verification within 90 days of the required verification date, you will be de-enrolled from the ConnectToWireless Lifeline Program. Upon de-enrollment from the ConnectToWireless Lifeline Program, you will cease receiving the Lifeline discount. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available minutes and service days remaining on your phone. You may purchase minutes and service under ConnectToWireless retail plans to keep your phone service active. If you are de-enrolled from the ConnectToWireless Lifeline Program and you allow your remaining service days to expire or go "past due," your phone service will be deactivated, you may lose your unused minutes **and you will lose your wireless telephone number. If you choose to reactivate your phone by completing the annual verification within 60 days after your verification due date, you will be re-enrolled in the program and continue receiving the free monthly allotment of airtime.**

If your service is deactivated, you may reactivate your service by either re-enrolling in the ConnectToWireless Lifeline Program (if eligible) or purchasing a ConnectToWireless retail wireless plan.

Upon reactivation of your phone, you may be assigned a new telephone number. Any minutes remaining on your handset at the time of deactivation will be reinstated if your phone is reactivated within 60 days from the deactivation date. If your phone remains inactive for more than 60 days, you will lose any remaining airtime. If you have been de-enrolled from the ConnectToWireless Lifeline Program and are not eligible to re-enroll but you wish to keep your service active, you must purchase additional minutes before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the ConnectToWireless Lifeline Program or, if no longer eligible, by purchasing and adding ConnectToWireless Minute Cards before your Service End Date.

**"No Usage" De-Enrollment and Deactivation:** Regardless of the Service End Date displayed on your Handset, if you exceed 60 days without any Usage (as defined in this section), you will be de-enrolled from the ConnectToWireless Lifeline Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call, sending or opening a text message, downloading data content, adding minutes or receiving your free monthly airtime. Upon de-enrollment for non-Usage, you will have up to a 30-day grace period to re-enroll in the ConnectToWireless Lifeline Program by calling 888-738-7777. If you do not re-enroll, use your phone, or call ConnectToWireless Customer Care within 30 days of your de-enrollment, your phone service will be deactivated. In order to reactivate your ConnectToWireless Phone and re-enroll in the ConnectToWireless Lifeline Program, you will need to call ConnectToWireless Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any minutes for the period of time you were not enrolled in the ConnectToWireless Lifeline Program. In addition, you will be assigned the service days displayed on your handset, which are the days you were granted when first enrolled in the program.

#### **8. OUR RIGHT TO TERMINATE YOUR CONNECTTOWIRELESS SERVICE.**

You agree not to give away, resell or offer to resell the ConnectToWireless Phone or Service provided by ConnectToWireless. You also agree your ConnectToWireless Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE CONNECTTOWIRELESS LIFELINE PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if you: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your ConnectToWireless Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your service, criminal offenses (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

#### **9. UNAUTHORIZED USAGE; TAMPERING.**

The ConnectToWireless handset is provided exclusively for use by you, the end consumer with the ConnectToWireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your ConnectToWireless handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with ConnectToWireless. You agree not to unlock, re-flash, tamper with or alter your ConnectToWireless phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your ConnectToWireless wireless phone or the Service, or assist others in such acts, or to sell and/or export ConnectToWireless wireless handsets outside of the United States. These acts violate ConnectToWireless' rights and state and federal laws. Improper, illegal or unauthorized use of your ConnectToWireless phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. ConnectToWireless will prosecute violators fully of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of

your ConnectToWireless phone shall entitle ConnectToWireless to recover liquidated damages from you in an amount of not less than \$5,000 per ConnectToWireless handset purchased, sold, acquired or used in violation of this agreement.

Some ConnectToWireless handsets have SIM cards. If your ConnectToWireless phone has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. The Carriers, ConnectToWireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your ConnectToWireless phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

#### **10. COVERAGE MAPS AND ROAMING.**

You will find coverage maps on our website. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. ConnectToWireless does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your ConnectToWireless phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for domestic roaming calls for the ConnectToWireless phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

#### **11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT.**

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carriers, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, ConnectToWireless reserves the right to substitute and/or replace any ConnectToWireless equipment (including handsets) with other ConnectToWireless equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular ConnectToWireless handset may not be available on your phone. ConnectToWireless does not warrant or guarantee availability of network or of any services at any specific time or geographic location or that the services will be provided without interruption. Neither ConnectToWireless, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your ConnectToWireless phone outside during a lightning storm. You should also unplug the ConnectToWireless phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

#### **12. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY.**

**Limited Warranty Exchange Policy:** ConnectToWireless customers shall have up to one year from the activation date of their phone to return any defective phone to ConnectToWireless. ConnectToWireless will exchange a defective phone for a new or refurbished phone, at ConnectToWireless' discretion, during this period and only pursuant to the terms of the Limited Warranty set forth below. For a defective phone replacement, call ConnectToWireless Technical Customer Service.

#### **13. LOST OR STOLEN PHONE POLICY:**

For any lost or stolen ConnectToWireless phone, you may request and receive only one replacement phone per customer. The replacement phone will be a refurbished phone. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include only 10 minutes of lost

airtime. Any additional minutes that you may have had on your lost phone will not be replaced. In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen while in transit to the customer before the customer receives the phone, the lost phone and minutes may be replaced as a onetime courtesy in ConnectToWireless' sole discretion.

#### **14. DISCLAIMER OF WARRANTIES.**

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

#### **15. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS.**

Any hearing, visual or speech impaired persons interested in applying for a specially equipped ConnectToWireless handset must call ConnectToWireless and specify the need(s) to an agent and ConnectToWireless will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

#### **16. EMERGENCY CALLS.**

ConnectToWireless customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone.

#### **17. DATA SERVICES.**

With certain ConnectToWireless phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media messaging services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through our wireless Mobile Web ("WAP") Internet. Data Services are additional Services offered by ConnectToWireless at an additional charge in the form of a debit of Mbps for your use of such services.

**Accessing and Purchasing Data Services.** In order to purchase, download or access Data Services, your handset must have active service and sufficient available minutes. Your handset will not let you open the WAP browser without a remaining minute balance of at least 10 minutes. Each time you access our wireless WAP with your handset's browser, 1 unit per minute will be deducted from your handset ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute. Access Charges begin when your handset makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your handset to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content. You will be advised of the Content Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the handset for which they were purchased and cannot be transferred to any other device, including a new or replacement handset.

**Modifications, Interruptions, or Discontinuation of Data Service.** ConnectToWireless does neither guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. ConnectToWireless reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in certain areas. ConnectToWireless is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a refund or credit from ConnectToWireless for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

**18. LIMITATION OF LIABILITY.** ConnectToWireless is not liable to you for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. ConnectToWireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your ConnectToWireless phone is returned to ConnectToWireless for any reason, ConnectToWireless is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

**19. INDEMINIFICATION.**

You agree to indemnify and hold harmless ConnectToWireless and all affiliated or related companies from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of a ConnectToWireless phone and/or use of the ConnectToWireless Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

**20. BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR CONNECTTOWIRELESS PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF CONNECTTOWIRELESS™ AGREEMENT WITH YOU.**

This provision is intended to encompass all disputes or claims arising out of your relationship with ConnectToWireless, arising out of or relating to the ConnectToWireless Service or any equipment used in connection with the ConnectToWireless Lifeline Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude ConnectToWireless from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your ConnectToWireless phone, its software, the ConnectToWireless Service and/or PIN numbers, in state or federal court. References to you and ConnectToWireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to ConnectToWireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. You and ConnectToWireless agree that use of the ConnectToWireless Service evidences a transaction in interstate commerce and this arbitration provision

will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and ConnectToWireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and ConnectToWireless in accordance with the AAA Rules, except that ConnectToWireless will reimburse you for the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless ConnectToWireless and you agree otherwise, the location of any arbitration shall be Los Angeles, California. Except where prohibited by law, ConnectToWireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor ConnectToWireless shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

This Agreement shall be construed under the laws of California, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

## **21. PRIVACY POLICY.**

To view the ConnectToWireless Privacy Policy please refer to the ConnectToWireless website [www.ConnectToWorld.com](http://www.ConnectToWorld.com)

## **22. LIMITED WARRANTY.**

Your ConnectToWireless Phone is covered by a one year limited warranty, set forth below, administered by ConnectToWireless. A reconditioned ConnectToWireless Phone also has a one year limited warranty provided by ConnectToWireless and all ConnectToWireless accessories have a 90-day limited warranty against defects in materials and workmanship under normal use by the purchaser. You may obtain warranty service directly from ConnectToWireless.

How to obtain Warranty Service. To obtain warranty service from ConnectToWireless on a new or reconditioned phone or ConnectToWireless accessories, please contact Technical Support from a landline or another phone in order to avoid using up your minutes. If your problem cannot be resolved over the phone, our ConnectToWireless technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated ConnectToWireless Service Center for repair or replacement, at ConnectToWireless' discretion.

Terms of Limited Warranty. ConnectToWireless warrants to you, the Customer, that your ConnectToWireless cellular phone ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

- (1) The limited warranty for the Product extends for ninety (90) days beginning on the first date of activation of your phone.
- (2) The limited warranty extends only to the original customer ("Consumer") of the Product.
- (3) The limited warranty is not assignable or transferable to any subsequent end-user.
- (4) During the limited warranty period, ConnectToWireless will replace or repair, at ConnectToWireless' sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished

replacement Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. ConnectToWireless may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. ConnectToWireless' limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to ConnectToWireless for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. ConnectToWireless shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.

- (5) The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - a) The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of ConnectToWireless, including damage caused by shipping.
  - b) The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source.
  - c) ConnectToWireless was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within ten (10) days after the expiration of the applicable limited warranty period.
  - d) The Product serial number plate or the enhancement data code has been removed, defaced or altered.
  - e) The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.
  - f) The Product is outside of the Limited Warranty period.
- (6) ConnectToWireless does not warrant uninterrupted or error-free operation of the Product or service. ConnectToWireless cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.
- (7) If a problem develops during the limited warranty period, the Consumer shall contact ConnectToWireless Customer Care for repair or replacement processing of the Product. ConnectToWireless shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.
- (8) You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.
- (9) CONNECTTOWIRELESS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CONNECTTOWIRELESS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CONNECTTOWIRELESS KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. CONNECTTOWIRELESS SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER

THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES OR OTHER CONTENT.

- (10) Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may have other rights, which vary from state to state.
- (11) ConnectToWireless neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
- (12) This is the entire warranty between ConnectToWireless and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
- (13) This limited warranty allocates the risk of failure of the Product between the Consumer and ConnectToWireless. The allocation is recognized by the Consumer and is reflected in the purchase price.

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

ConnectToWireless and ConnectTo Wireless are registered trademarks of ConnectTo World, Inc.

## **Exhibit D**

Key Management Resumes

601 W Salem St  
Glendale, CA 91203

Tel (818)546-4605  
Fax (818)546-4617  
[AramN@ConnectTo.com](mailto:AramN@ConnectTo.com)

## **Aram Nadjarian**

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Versatile, dynamic, Executive Officer providing decisive leadership, management and guidance with a proven ability dramatically increase revenues in intensely competitive environments. Strong organizer, motivator and team player. Expert hands-on experience as a visionary and strategic planner in leading, directing, articulating, advancing, and evaluating overall strategic and tactical planning.

### **Experience**

2008 – PRESENT  
Glendale, CA

ConnectTo World, Inc.

#### **Chief Executive Officer**

- Responsible for developing and implementing strategic plan for DSL and telephone marketing and for operation support system (OSS) to be replicated in multiple states. Grew company to 1400 equivalent access lines. Analyzed monopoly and competitive telecom providers and designed network optimized to deliver both voice and data over monopoly UNE services using a soft switch. Prepared business plan and private placement memorandum.

- Core Competencies

General Management  
Profit-and-Loss Management  
Sales Leadership and Management  
High Performance Team Building  
Marketing Strategy and Execution  
Critical Thinking and Problem Solving  
Product Management  
Technology assessment  
High Integrity/Respect for Individuals

- Key Experience

Telecommunications / sales management/ product management / high performance team building / product marketing / new ventures / private equity / VoIP and Managed Services / advanced degrees / technology startup / business development.

1999 – 2008  
Glendale, CA

Arax Telco

#### **Chief Executive Officer**

- Provide decisive leadership, management and guidance with a proven ability to dramatically increase revenues in intensely competitive environments.
- Strong organizer, motivator and team player with established record of success in identifying new and emerging business opportunities.
- Highly skilled in developing operational strategies and directing major marketing projects from original concept through implementation.
- Areas of expertise in strategic and tactical planning, systems integration, organizational development, business expansion and startups, trade and investment marketing, E-Commerce strategy and development, strategic partnerships and alliances, fiscal and program management,

mergers and acquisitions, and staff management and development.

- Develop, implement and manage communications software and products for clientele including wholesale and retail markets.
- Develop and manage software projects for clientele in various industries such as travel, beauty, construction, entertainment, and jewelry.

1995–TO 1999

Hi-Tech Business Solutions

Sun Valley, CA

#### **Systems Engineer**

- Worked on design and implementation of PC based multi-chassis telephony switch and predictive dialer on SCO UNIX and SUN platforms for three hundred extensions. Wrote multi-module, multi-threaded programs in C and C++.
- Installed and configured Web servers.
- Developed CGI applications with database and telephony integration.
- Developed outstanding skills in Unix administration, application development and UNIX network programming.

1997– 1999

JPL NASA

Pasadena, CA

#### **Software Engineer (APT)**

- Performed software development and data analysis for various Radio Science experiments from NASA's spacecraft in the solar system at the Jet Propulsion Laboratory (JPL).
- Designed and developed production control, automatic error correction and reporting tools.
- Worked with more than one hundred thousand lines of multi-module and network distributed C and C++ code.

### **Project Experience**

- Java-based Graphical User Interface designs and implementations for a research oriented multimedia applications development course conducted in conjunction with Boeing North American's (BNA) Space Systems Division.
- Developed and designed a complete server and browser in Java which included all the favorite WWW browser and server functionalities.
- Devised and developed various projects associated with Interrupt-Driven I/O using the 8259A, design of a Divide-by-N Counter using the 8253, serial communication using the 8251A, and Direct Memory Access (DMA) interfacing 8237 to 8088.
- Designed a calculator using Viewlogic that implemented the addition, subtraction, multiplication and division operations.

### **Technical Skills**

- Experienced programmer in different Unix flavors (SCO, SUN).
- Three years work experience in C and C++ on UNIX, DOS and NT environments.
- Two years experience in Java.
- Programmed in Assembly language for Motorola 68000.
- Excellent understanding of object oriented programming, programmed in C++ and Java.
- Performed graphics and game programming, experience in image processing.
- Worked in many group projects on research, design and development of software products.

Versatile, dynamic, Executive Officer providing decisive leadership, management and guidance with a proven ability dramatically increase revenues in intensely competitive environments. Strong organizer, motivator and team player. Expert hands-on experience as a visionary and strategic planner in leading, directing, articulating, advancing, and evaluating overall strategic and tactical planning.

### **Education**

1982-1987 Engineering University of Yerevan Armenia

**Department of Computer Science.**

Major: Computer Engineering.

**Personal**

Energetic, Reliable, Analytical, US citizen.

9901 Roscoe Blvd  
Sun Valley, CA 91352

Mobile (818)641-9411  
Tel (818)546-4601  
Fax (818)546-4617  
[Aram@ConnectTo.com](mailto:Aram@ConnectTo.com)

## **Aram Ter-Martirosyan**

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**Objective** Executive of Information Technology department utilizing my software development, management, hardware, operating systems, computer networks and excommunication experience and expertise.

**Experience** 2008-Present **ConnectTo World, Inc** Sun Valley, CA

**Chief Information Officer**

- Managed the whole company information infrastructure from software engineering to computer and telephony networks.
- Managed Software development, Information Technology and Telecommunication departments 54 technical personal and manager.
- Developed and Managed of development of entire telecommunication network for the company carrier operations. Including TDM and Packet Switch networks for International Exchange Carrier, Local Exchange Carrier and ISP services provided by the company.

1999-2002 **Arax Teleco** Glendale, CA

**Chief Information Officer**

- Managed the whole company information infrastructure from software engineering to computer and telephony networks.
- Managed Software development, Information Technology and Telecommunication departments overall five departments and 28 technical personal and manager.
- Developed Entire call center environment utilizing in house developed CRM application, Telephone Switches, VoIP gateways and gatekeepers.
- Developed Telecommunication Carrier Business and Enterprise communication solution products
- Managed the installation and management of Carrier telephone switches
- Managed the development of telecommunication billing and management software

1998-1999 **Aegis Communications Group Inc.** Los Angeles, CA

**Corporate Applications Development Department Manager**

- Managed a team of software engineers, design and development of new projects. Responsible for project budgeting and timing constraints as well as new system design and implementation.
- Responsible for integration and common platform development for twelve company locations all over the United States and Canada.
- Designed and developed computer telephony systems, database access and call routing software in C++ on NT, UNIX, Linux systems. Designed and developed CRM, Inbound and Outbound Call Center application. Developed and modified more than thirty thousand lines of C++ code.
- Designed specifications and requirements for migrating to Oracle database.
- Designed and developed database access and retrieval from C++ using Oracle's proC product.
- Designed and developed Java GUI with Microsoft SQL database and C++ telephony server backend.
- Managed a team of software developers, and database and network administrators.

1996- 1998 **NetCount Inc.** Los Angeles, CA

### **Software Development Department Manager**

- Managed software development team, and the R&D department. Was responsible for product development, customer satisfaction and product marketing divisions.
- Designed and developed WWW traffic measurement and reporting tools. Developed a special lightweight trucking client software for web servers and a receiving server program for collecting client traffic data.
- Designed error logging methodology and developed library routines for all development and production software.
- Designed and developed production control and automatic error correction and reporting tools.
- Developed CGI report generating software using SQL queries embedded in C/C++ and Perl.
- Developed Java applets for customized report generation and graphical data representation.
- Worked with more than 100 thousand lines of multi module and network distributed C and C++ code on SUN.
- Developed excellent understanding of Internet and WWW technology, hands on experience in many aspects of Internet development as well as project development, control and leadership.

1994–1996

**LEXI International**

Los Angeles, Ca

### **Senior Software Engineer**

- Designed and fully implemented PC based multi chassis telephony switch and predictive dialer on SCO UNIX platform for three hundred extensions. Wrote a fifty seven thousand line multi-module, multi-threaded program in C and C++.
- Designed and implemented special client/server program on SCO UNIX platform for integrating AT&T telephone switch to NETWARE. Wrote nine thousand lines of multi-module code, implemented NETWARE to UNIX gateway using IPX/SPX protocol.
- Installed and configured web servers, developed CGI applications with database and telephony integration.
- Developed outstanding skills in UNIX administration, application development and UNIX network and XWindows programming. Excellent understanding of UNIX network protocols.

1991–1994

**UCLA**

Westwood, Ca

### **Network Administrator and Systems Programmer**

- Administrated UNIX networks.
- Assisted in installation and maintenance of Solaris servers and stations. Performed system backups, created and assigned all user accounts, developed system procedures. Troubleshot software and hardware problems.
- Helped students in using different software packages.
- Developed C programs and shell scripts for maintenance and technical support.
- Instructed in proper usage of UNIX and DOS operating systems.
- Managed a team of computer lab monitors.
- Developed consulting and teaching skills.

### **Technical Skills**

- Expert programmer in different UNIX flavors (Linux, SCO, Sun, UnixWare).
- Expert Windows programmer.
- Fifteen years work experience with C and C++ in UNIX/Linux and DOS environments.
- Six years experience in Perl, XWindows, and Java.
- Excellent understanding of object oriented programming, programmed in C++ and Java.

- Experience in development and maintenance of client/server applications.
- Strong knowledge in image processing, graphics and game programming, designed and developed multi user, interactive Internet games in Java and C++.
- Excellent understanding of relational databases, developed applications using Sybase, Oracle, Microsoft SQL, Informix and MySQL.
- Expert in Telecommunication services, data routing, VoIP, Telephone switching
- Expert in Satellite communication Engineering
- Research in the field of computer networks, designed and developed protocols for packet radio type networks.
- Worked in many group projects on research, design and development of software products.

**Technical  
Certifications**

- Certified Java GUI and Enterprise application developer.
- Certified Microsoft SQL developer.
- Certified Cisco Administrator
- Certified Network Security Administrator

**Education**

**1995-1998 Pepperdine University** Malibu, CA  
**Pepperdine University, School of Management.**  
 Master's in Business Administration (MBA).

**1991–1994 UCLA** Westwood, CA  
**UCLA School of Engineering and Applied Science.**  
 Bachelors of Science Degree in Computer Science and Engineering.

**1987-1989 Engineering University of Yerevan** Armenia  
**Department of Computer Science.**  
 Major: Computer Engineering.

## ABRAHAM SETANYAN

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### PROFILE

- Result-oriented executive with experience in new project development, marketing and customer service.
- Expertise in start-up projects, business to business and consumer markets.
- Background in managing sales and telemarketing departments with inbound and outbound calls, and customer service.
- Highly motivated, energetic, analytical, team player with excellent communication and people skills and positive attitude.

### EXPERIENCE

1995-1999 Lexi International, Aegis Communications

Was a telephone sales representative for AT&T residential project. Always met the goals and quotas.

Received an award from AT&T for the best quality representative of the quarter.

In 1996 was promoted to a supervisor.

Managed a 50-60 sales rep team for residential project. Hired, trained and motivated the sales reps.

Submitted daily attendance and sales reports, weekly work reports and monthly managerial reports. Created and maintained a friendly environment. Increased the monthly sales by 30%.

In 1998 was promoted to a floor manager.

Managed 8 team supervisors with 400 sales reps selling AT&T products to businesses. Products included outbound service, inbound service and selling new toll free numbers. Conducted daily meetings with supervisors and weekly floor meetings and motivational speeches. Increased quality of sales, attendance and sales per hour.

Managed customer service and quality assurance departments with 50 reps.

Trained customer service how to deal with customers' issues and resolve problems on the spot by making sure customers stay happy.

Developed a new monitoring program for quality control to increase the quality of the sales.

1999-2008 Precision Marketing

Was hired by the Company to negotiate a contract with Sprint to become an Authorized Sales Agent.

Developed a sales and marketing strategy to attract business customers into becoming Sprint users. Within 3 years generated \$500,000 in monthly billed revenue. Twice earned President's Club Award that is awarded to top 30 partners in the nation yearly.

In 2002 was promoted to director of operations and transferred to an affiliate company – Precision Marketing to establish a new telemarketing room with 100 seats. Directed projects with communication companies such as AT&T and SBC.

2008-Present ConnectTo World, Inc

Responsible for all day to day operations including but not limited to Local, Long Distance and Internet sales to business and residential customers, training, 24/7 customer service, verification, provisioning, billing, payroll.

## Exhibit E

### Proposed Lifeline Rate Plans

ConnectToWireless Plans	Minutes	Text (SMS)	Data	Postpaid Only Usage			Retail Plan Price	Lifeline Plan Price
				Overage Minutes	Overage Text	Overage Data/ Meg		
<b>Wireless Connect **</b>	250	0	0	\$0.20	\$0.20	\$0.40	\$9.25	\$0.00
<b>Wireless Connect Plus *</b>	300	0	0	\$0.20	\$0.20	\$0.40	\$11.75	\$2.50
<b>Wireless Ultimate *</b>	350	0	0	\$0.20	\$0.20	\$0.40	\$14.25	\$5.00
<b>Wireless Ultimate Plus *</b>	500	0	0	\$0.10	\$0.10	\$0.20	\$19.99	\$10.74
<b>Wireless Supreme *</b>	750	0	0	\$0.10	\$0.10	\$0.20	\$24.99	\$15.74
<b>Wireless Supreme Text and Data</b>	750	2000	100	\$0.10	\$0.10	\$0.20	\$34.99	\$25.74
<b>Wireless <u>Unlimited</u> Voice and Text</b>	unlimited	unlimited	0	\$0.00	\$0.00	\$0.10	\$44.99	\$35.74
<b>Wireless <u>Unlimited</u></b>	unlimited	unlimited	500	\$0.00	\$0.00	\$0.05	\$59.99	\$50.74

\*Can use combination of voice or text (1 incoming or outgoing text = 1 minute of voice)

\*\*Not available in California

1 minute of voice = 1 incoming or outgoing text = ½ Mbps data

Minutes do not rollover

All Lifeline Plans include the following:

- Free handset or SIM card
- Free calls to 911 Emergency Services
- Free calls to Customer Service
- Free Domestic Long Distance
- Voicemail, Caller ID, and Call Waiting Features