WC Docket no. - 10-90

DOCKET FILE COPY ORIGINAL

FCC Form 481 - Carrier Annual Reporting Data Collection Form

Received & Inspected
NOV 01 2013
FCC Mail Room

<010> Study Area Code 449060

<015> Study Area Name True Wireless, LLC

<020> Program Year 2012

<030> Contact Name: Person USAC should contact with questions about this data Shannon Bing

<035> Contact Telephone Number: Number of the person identified in data line <030> 901-415-1741

<039> Contact Email: Email of the person identified in data line <030> sbing@goaxia.com

ANNUAL REPORTING FOR ALL CARRIERS				$4,213 Completion Required	$4,422 Completion Required
				(check box when complete)	
<100>	Service Quality Improvement Reporting		(complete attached worksheet)		
<200>	Outage Reporting (voice)		(complete attached worksheet)		N/A
<210>		N/A <-- check box if no outages to report			
<300>	Unfulfilled Service Requests (voice)				
<310>	Detail on Attempts (voice)		(attach descriptive document)		
<320>	Unfulfilled Service Requests (broadband)				
<330>	Detail on Attempts (broadband)		(attach descriptive document)		
<400>	Number of Complaints per 1,000 customers (voice)				N/A
<410>	Fixed				
<420>	Mobile				
	Number of Complaints per 1,000 customers (broadband)				
<440>	Fixed				
<450>	Mobile				
<500>	Service Quality Standards & Consumer Protection Rules Compliance		(check to indicate certification)		N/A
<510>			(attached descriptive document)		N/A
<600>	Functionality in Emergency Situations		(check to indicate certification)		N/A
<610>			(attached descriptive document)		N/A
<700>	Company Price Offerings (voice)		(complete attached worksheet)		
<710>	Company Price Offerings (broadband)		(complete attached worksheet)		
<800>	Operating Companies and Affiliates		(complete attached worksheet)		x
<900>	Tribal Land Offerings (Y/N)?		(if yes, complete attached worksheet)		
<1000>	Voice Services Rate Comparability		(check to indicate certification)		
<1010>			(attach descriptive document)		
<1100>	Terrestrial Backhaul (Y/N)?		(if not, check to indicate certification)		
<1110>			(complete attached worksheet)		
<1200>	Terms and Condition for Lifeline Customers		(complete attached worksheet)		x

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet

Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>		(check to indicate certification)	
<2005>		(complete attached worksheet)	

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>		(check to indicate certification)	
<3005>		(complete attached worksheet)	

Where "NA" is indicated, the question is not applicable to True Wireless, LLC because the company has been designated ETC for this study area by the state commission, not the FCC.

(200) Service Outage Reporting (Voice)
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986
OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449060
<015>	Study Area Name	True Wireless, LLC
<020>	Program Year	2012
<030>	Contact Name - Person USAC should contact regarding this data	Shannon Bing
<035>	Contact Telephone Number - Number of person identified in data line <030>	901-415-1741
<039>	Contact Email Address - Email Address of person identified in data line <030>	sbing@goaxia.com

<220>

<a> NORS Reference Number	<b1> Outage Start Date	<b2> Outage Start Time	<b3> Outage End Date	<b4> Outage End Time	<c1> Number of Customers Affected	<c2> Total Number of Customers	<d> 911 Facilities Affected (Yes / No)	<e> Service Outage Description (Check all that apply)	<f> Did This Outage Affect Multiple Study Areas (Yes / No)	<g> Service Outage Resolution	<h> Preventative Procedures
This question is not applicable to True Wireless, LLC. because for this SAC, the company has been designated an ETC by the state commission, not the FCC											

(800) Operating Companies and Affiliates
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986
OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449060
<015>	Study Area Name	True Wireless, LLC
<020>	Program Year	2012
<030>	Contact Name - Person USAC should contact regarding this data	Shannon Bing
<035>	Contact Telephone Number - Number of person identified in data line <030>	901-415-1741
<039>	Contact Email Address - Email Address of person identified in data line <030>	sbing@axia.com

<810>	Reporting Carrier	True Wireless, LLC
<811>	Holding Company	
<812>	Operating Company	

<813>

<a1> Affiliates	<a2> SAC	<a3> Doing Business As Company or Brand Designation
True Wireless, LLC has no affiliates that are either designated as an ETC or provide retail broadband Internet access to end user customers.		none

(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986
OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449060
<015>	Study Area Name	True Wireless, LLC
<020>	Program Year	2012
<030>	Contact Name - Person USAC should contact regarding this data	Shannon Bing
<035>	Contact Telephone Number - Number of person identified in data line <030>	901-415-1741
<039>	Contact Email Address - Email Address of person identified in data line <030>	sbing@goaxia.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans — TW terms of service.pdf
Name of attached document (.pdf)

<1220> Link to Public Website — HTTP

Please check these boxes below to confirm that the attached PDF, on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, [x]

<1222> Details on the number of minutes provided as part of the plan, [x]

<1223> Additional charges for toll calls, and rates for each such plan. [x]

Certification - Reporting Carrier
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986
OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449060
<015>	Study Area Name	True Wireless, LLC
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<030>	Contact Name - Person USAC should contact regarding this data	Shannon Bing
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sbing@goaxia.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier: True Wireless, LLC

Signature of Authorized Officer: Date 10/14/2013

Printed name of Authorized Officer: Brian Cox

Title or position of Authorized Officer: CEO

Telephone number of Authorized Officer: 901-415-1754

Study Area Code of Reporting Carrier: 449060 Filing Due Date for this form: 10/15/2013

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Terms of Service

Lifeline Pricing:
250 minutes Talk and Text Free

Toll Pricing:
Directory Assistance: 1.00 per call

Introduction
True Wireless, LLC participates in a Lifeline Assistance program supported by the Federal Universal Service Fund program. The following Terms of Service apply to True Wireless, LLC services and mobile phones activated on True Wireless, LLC services.

Activating your True Wireless, LLC phone or making changes to your account will make these Terms of Services become effective. If you do not accept these terms, please contact True Wireless, LLC at 1-877-412-1919 before you activate your phone or make any changes to your account. When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for True Wireless, LLC service.

Our Right to Make Changes
Terms of Service may change at any time, including pricing for paid service. Unless expressly prohibited by law, we reserve the right to modify or cancel this service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms of Service. Your right to use our service is subject to our business policies, practices and procedures, rates and these Terms of Service, which we may change at any time.

Mobile Telecommunications Services
Airtime may be used for domestic calling and for related services as provided in these Terms of Service.

True Wireless, LLC provides service for personal use only. Service may not be transferred to any third party or shared among multiple individuals.

You may not use our service in a manner that interferes with another customer's use of our service. Our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other customers on similar service plans. Such a typical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. True Wireless, LLC has safeguards to ensure that its customers do not use the service in an unreasonable manner – that is, usage that is inconsistent with personal, non-commercial use. True W ireless, LLC reserves the right to respond to such atypical usage by suspending service to the device in question.

In the state of Oklahoma, True Wireless, LLC offers an unlimited voice plan. **UNLIMITED USE DOES NOT MEAN UNREASONABLE USE.** Unlimited voice services are provided solely for live dialogue between two individuals. True Wireless, LLC phones and mobile phone numbers may not be used for pager or voicemail-only service, and True Wireless; LLC may terminate any account if usage is limited to pager service or voicemail retrieval service.

You agree not to use True Wireless, LLC service in any way that is illegal, fraudulent or abusive, as determined by True Wireless, LLC in its sole discretion. You may not alter any of the hardware or software on your True Wireless, LLC phone for any purpose. We may change your mobile phone's software, applications or programming remotely and without notice. This may affect stored data or other personal information or programming on your mobile phone for which we are not responsible. True Wireless, LLC phones may not be purchased in bulk or sold to third parties.

Local phone numbers may not be available in certain markets. Wwireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by your damaging your mobile phone. Wedo not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. Wemay give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify True Wireless, LLC at 1-877-412-1919 within seven days of the interruption.

Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and

signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within our control, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

Availability
To be eligible for True Wireless, LLC service, you must meet the applicable eligibility standards described in these Terms of Service and reside within a True Wireless, LLC, ETC service area.

Eligibility
Eligibility for True Wireless, LLC service varies by state. You may qualify for True Wireless, LLC if you participate in any of the government programs listed on your True Wireless, LLC application or based on household income eligibility standards. **Starting June 1, 2012**, if you seek to qualify for True Wireless, LLC, based upon participation in a qualifying federal or state program or by household income eligibility standards, **you will be required to provide proof of program participation and/or documentation of your household income.**

By completing the True Wireless, LLC application, you consent to the release of your information, including to the Universal Administrative Company and commercial databases for identity verification, as required for the administration of your True Wireless LLC service. This includes, but is not limited to, your name, address, telephone number, partial social security number, date of birth, financial information and qualifying program or income level.

True Wireless, LLC reserves the right to review your eligibility status at any time and requires you to provide True W ireless, LLC written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone account at your principal residence. If you or any member resident at your primary address receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through True Wireless, LLC.

Eligibility for True Wireless, LLC may not transfer to a third party. Benefits received under the True Wireless, LLC service, including but not limited to, any voice minutes received under the True Wireless, LLC service may not be transferred.

True Wireless, LLC Service
Unused minutes and messages as part of a monthly plan, expire at the end of your monthly period and may not be used in subsequent months and may not be transferred or assigned to any third party. If you use all of your monthly voice minutes before a new monthly cycle starts you may not use your mobile phone to make or receive voice calls (other than 911 emergency calls), until the start of the next monthly cycle. You will have the option of purchasing a Top Up to provide additional services by calling 1-877-412-1919 or visiting www.gotruewireless.com.

Account Status
Your account will remain active as long as you meet the applicable eligibility standards for True Wireless, LLC service. You are responsible for notifying True Wireless, LLC if you no longer meet the applicable eligibility standards for True W ireless, LLC, by calling True Wireless, LLC at 1-877-412-1919.

If you receive a request from True Wireless, LLC asking that you confirm your eligibility status, <u>you must do so within 30 days after you receive such notice.</u>

Payment Methods for Paid Service Options
You can purchase one of our Top-Ups through one of the following payment methods: (1) credit/debit card (2) Money Gram (3) contacting customer service at 1-877-412-1919, or (4) buying a True Wireless, LLC Top-Up card at any of our retail locations. Sales taxes will apply.

You can register to automatically renew your account by registering for Auto Pay. You agree to have Auto Pay deduct the amount of your monthly bill from your credit card. You can set up, modify, or cancel your Auto Pay preferences at www.gotruewireless.com or by calling True Wireless, LLC at 1-877-412-1919.

Taxes and surcharges are not included in our pricing for service options. True Wireless, LLC charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by area. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

International Calling
All phone plans include calls made in the 50 United States and do not include international calls. Any calls made outside the domestic US will result in the termination of service.

Messaging
You can send and receive text messages of up to 160 characters on your True Wireless, LLC phone. Text messages will be valued at 1 talk minute per message sent and/or received. Call customer service at 1-877-412-1919 for package pricing. Each domestic text will be deducted from the available messages in your purchased plan. You can terminate your subscription or switch to another plan by calling True Wireless, LLC customer service at 1-877-412-1919. You may receive service alerts from True Wireless, LLC for which there is no charge. If you are receiving unwanted text messages, contact the source and ask to be removed from their distribution list.

Unsolicited Messages
If you are found to be sending spam from your True Wireless, LLC phone, we may terminate your service without further notice.

Data Services and Usage on Your True Wireless, LLC phone
You may purchase a subscription for access to the mobile Internet, only available in our Upgrade offers. True W ireless, LLC, in its sole discretion, may interrupt or suspend access due to abuse, excessive use, or violations of the Terms of Service.

Specific Terms and Restrictions Regarding Data Services
Your relationship with companies that provide Data Content is between you and them. You are responsible with any information you share and it is recommended that you use good judgment and care when you communicating and interacting with any website.

Data Content
You may check your balance at any time free of charge by visiting our website: www.gotruewireless.com or contacting customer service at 1-877-412-1919.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. You can switch your number to another True W ireless, LLC phone for no additional charge by calling True Wireless, LLC at 1-877-412-1919.

Please contact True Wireless, LLC at 1-877-412-1919 or visit our website at www.gotruewireless.com for additional information.

Roaming
A roaming charge of $0.59/min will apply when making or receiving calls outside the home coverage area. We may notify you when you are roaming, but cannot guarantee we will be able to provide such notice in all cases.

Disputed Charges
If you think that there has been an error in any charge to your account, you must notify us immediately. Call True W ireless, LLC at 1-877-412-1919 and an account specialist will investigate your claim. If you do not notify us within a 30-day period of the error, you waive any right to dispute the charge, including in arbitration or a court proceeding. If we determine that the disputed charge was inappropriate, your account will be credited or you may receive a refund. If you agree to a credit or refund, you are in agreement that this action has settled the dispute.

If we have attempted to charge your credit card for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company withholds such payment because the charge has been disputed (a charge-back"), **we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed**. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period.

No Refunds of Top-Up Cards and Monthly Charges
All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone after you buy airtime, and regardless of whether the mobile phone is used with your consent or knowledge.
Monthly charges are non-refundable.

Returning Your True Wireless, LLC Phone
All mobile phones purchased directly from True Wireless, LLC, include a 30 day limited warranty from the equipment provider. If you experience issues with your phone, please contact True Wireless, LLC at 1-877-412-1919 and we will

arrange for a replacement device.

Lost or Stolen Equipment
If your mobile phone is lost or stolen, *you are responsible* for charges incurred *until you notify us* of the loss of your mobile by calling True Wireless, LLC at 1-877-412-1919. Upon receiving notice that your mobile phone is lost or stolen, True Wireless, LLC will suspend your account. If you do not either activate a new True Wireless, LLC phone or notify us that you have found your old mobile phone within 60 days of the suspension of your account, your account will be deactivated and you will lose your True Wireless, LLC phone number.

Mobile Phone Number
The mobile phone number we provide for your use is and will remain the property of True Wireless, LLC. If you cancel your service with True Wireless, LLC in order to use another mobile service (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), we reserve the right to assign the mobile phone number to another customer.

Acceptable Use of True Wireless, LLC Products and Services
You may not use True Wireless, LLC's service for any illegal purpose, including harassing, threatening, abuse, defaming, or slandering any individual or entity. You may not use our service in a manner that interferes with another True Wireless, LLC customer's use of our service.

True Wireless, LLC and its business partners provide messages and data for non-commercial use only. You may not publish or send any content that encourages unlawful, criminal, or fraudulent activity or that violates any True Wireless, LLC rule or policy.

Suspension or Termination of Service
We reserve the right to issue a warning and to suspend or terminate your access to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of True Wireless, LLC.

Location Based Services
Location-based information is information that indicates the location of your True Wireless, LLC phone. When you turn on your mobile phone, your device automatically communicates with our network and relays its current location unless you have turned off you handset's location functionality. Terminating our location-based services will not affect the status of any other services you receive from us.

True Wireless, LLC Website
You may use our website located at **www.gotruewireless.com** to make payments and learn more about our products and the Lifeline program. True Wireless, LLC will not directly complete any calls to 1-900, 1-976 or other pay-per-call services. True Wireless, LLC is not responsible for the content or security of voicemail, messages or contact lists you create. Weurge you to create a password to access your voicemail. Always use your device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your mobile phone to send text messages. Always use your True Wireless, LLC phone in accordance with all applicable laws and regulations.

Use of your Customer Information
In the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. Wewill always handle this data, so-called "Customer Proprietary Network Information" ("CPNI") in accordance with Federal Communications Commission regulations, federal consumer privacy laws and the True Wireless, LLC Privacy Policy. Wetake reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure.

We will not intentionally share your personal information without your permission. Wemay, from time to time, use the information you provide us to market services to you that may be related to our service offerings. You will have the opportunity to choose whether you would like to receive text messages, email, direct mail, and other updates from True Wireless, LLC and its partners about new products, special promotions and important service information by calling True Wireless, LLC at 1-877-412-1919. To comply with appropriate legal process, True Wireless, LLC may disclose to law enforcement authorities and governmental agencies any information, including your name, account history, account information, or other transmission data, properly requested by law enforcement.

Dispute Resolution
True Wireless, LLC and you, each agree to contact one another first, with any disputes. You must contact us with any

dispute by calling True Wireless, LLC at 1-877-412-1919 and provide a description of the problem as well as all relevant documents/information and the proposed resolution. Wewill contact you at the last address that you have provided us or on your mobile phone. Weeach agree to negotiate in good faith to resolve any dispute. You agree to pay all amounts reflected on your account statement, even while a dispute is being resolved.

No Trial by Jury
To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding. Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the federal or state courts located within Shelby County in the State of Tennessee.

Limitation of Liability
Unless prohibited by law, True Wireless, LLC and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that True Wireless, LLC and its business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary, or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. True Wireless, LLC assumes no risk or responsibility for your use of any of the content provided as part of our services. You acknowledge that no fiduciary or other special relationship exists between you and True Wireless, LLC, by virtue of these Terms of Service or your use of True Wireless, LLC phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from you address book, or data content or messages from your voicemail system.

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

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

Effect of Terms of Service
These Terms of Service supersede all oral or written communications and understandings between you and True Wireless, LLC with respect to our products and services to you and the terms under which they are offered and provided to you.