



GSAssociates

Business Partners and Certified Public Accountants

July 1, 2014

Express Cash and Phone – SAC Code 449047
WC Docket No. 10-90

Please find attached the FCC form 481 for Express Cash and Phone (SAC Code 449047).
If you have any question, please contact me at 678-304-6472 or patrick@gsaudits.com.

Thanks,

Patrick Hardy

<010> Study Area Code 449047

<015> Study Area Name Express Cash and Phone Inc.

<020> Program Year 2015

<030> Contact Name: Person USAC should contact with questions about this data Patrick Hardy

<035> Contact Telephone Number: Number of the person identified in data line <030> 678-304-6472

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

ANNUAL REPORTING FOR ALL CARRIERS		54.313 Completion Required	54.422 Completion Required
<i>(check box when complete)</i>			
<100> Service Quality Improvement Reporting	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<200> Outage Reporting (voice)	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report			
<300> Unfulfilled Service Requests (voice)	<input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<310> Detail on Attempts (voice)	<input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<320> Unfulfilled Service Requests (broadband)	<input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<330> Detail on Attempts (broadband)	<input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<400> Number of Complaints per 1,000 customers (voice)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<410> Fixed	<input type="text" value="0"/>		
<420> Mobile	<input type="text" value="0"/>		
<430> Number of Complaints per 1,000 customers (broadband)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<440> Fixed	<input type="text"/>		
<450> Mobile	<input type="text"/>		
<500> Service Quality Standards & Consumer Protection Rules Compliance	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<510>	<i>(attached descriptive document)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<610>	<i>(attached descriptive document)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<710> Company Price Offerings (broadband)	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<800> Operating Companies and Affiliates	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)?	<i>(if yes, complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<1000> Voice Services Rate Comparability	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<1010>	<i>(attach descriptive document)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)?	<i>(if not, check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<1110>	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet			
<i>Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers</i>			
<2000>	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<2005>	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet			
<3000>	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<3005>	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

FCC Form 481
 OMB Control No. 3060-0986
 OMB Control No. 3060-0819
 April 2014

<010> Study Area Code 449047
 <015> Study Area Name Express Cash and Phone Inc.
 <020> Program Year 2015
 <030> Contact Name - Person USAC should contact regarding this data Patrick Hardy
 <035> Contact Telephone Number - Number of person identified in data line <030> 678-304-6472
 <039> Contact Email Address - Email Address of person identified in data line <030> patrick@gsaudits.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans Name of attached document (.pdf) see attached
 <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,
 <1222> Details on the number of minutes provided as part of the plan,
 <1223> Additional charges for toll calls, and rates for each such plan.

Certification - Reporting Carrier Data Collection Form	FCC Form 481
	OMB Control No. 3060-0986
	OMB Control No. 3060-0819
	April 2014

<010>	Study Area Code	449047
<015>	Study Area Name	Express Cash and Phone Inc.
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Patrick Hardy
<035>	Contact Telephone Number - Number of person identified in data line <030>	678-304-6472
<039>	Contact Email Address - Email Address of person identified in data line <030>	patrick@gsaudits.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:	
Signature of Authorized Officer:	Date
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer:	
Study Area Code of Reporting Carrier:	449047
Filing Due Date for this form:	7/1/2014
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.	

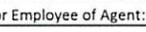
Certification - Agent / Carrier Data Collection Form	FCC Form 481
	OMB Control No. 3060-0986
	OMB Control No. 3060-0819
	April 2014

<010>	Study Area Code	449047
<015>	Study Area Name	Express Cash and Phone Inc.
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	Patrick Hardy
<035>	Contact Telephone Number - Number of person identified in data line <030>	678-304-6472
<039>	Contact Email Address - Email Address of person identified in data line <030>	patrick@gsaudits.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) <u>Patrick Hardy</u> authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent: Patrick Hardy	
Name of Reporting Carrier: Express Cash and Phone Inc.	
Signature of Authorized Officer: 	Date: 6/30/14
Printed name of Authorized Officer: Brandon Young	
Title or position of Authorized Officer: President	
Telephone number of Authorized Officer: 817-371-9414	
Study Area Code of Reporting Carrier: 449047	Filing Due Date for this form: 7/1/2014
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.	

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier: Express Cash and Phone, Inc.	
Name of Authorized Agent or Employee of Agent: Patrick Hardy	
Signature of Authorized Agent or Employee of Agent: 	Date: 6/30/2014
Printed name of Authorized Agent or Employee of Agent: Patrick Hardy	
Title or position of Authorized Agent or Employee of Agent - Regulatory Consultant	
Telephone number of Authorized Agent or Employee of Agent: 678-304-6472	
Study Area Code of Reporting Carrier: 449047	Filing Due Date for this form: 7/1/2014
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 AND CONDITIONS

Express Cash and Phone Terms & Conditions

Express Cash and Phone Terms and Conditions of Service Lifeline Support Program Based Eligibility Income Based Eligibility Express Cash and Phone Lifeline Programs Restrictions Annual Recertification, Verification, or Termination of Lifeline Program Supported Services Express Cash and Phone Services Express Cash and Phone ETC Services Express Cash and Phone Taxes and Surcharges Express Cash and Phone Directory Assistance, Additional Charges and Services Express Cash and Phone Disputed Charges Express Cash and Phone Refund Policy Express Cash and Phone Phone Number Use of Express Cash and Phone Customer Information Dispute Resolution Limitation of Liability Indemnification Warranties Notices

Express Cash and Phone Terms and Conditions of Service

Express Cash and Phone residential home phone service is brought to you by Express Cash and Phone, Express Cash and Phone provides both Non-Lifeline and Lifeline Assisted services. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to Express Cash and Phone provided services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using services provided by Express Cash and Phone and is a legally binding agreement between you and Express Cash and Phone These Terms and Conditions of Service contain important information about your consumer rights. Express Cash and Phone reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion.

Lifeline Support

Lifeline Support is a monthly support that reduces the cost of monthly residential home telephone service. An eligible Express Cash and Phone customer may receive a lifeline discount, but the lifeline discount is available for only one telephone connection per household. Lifeline support may vary between states.

Eligibility for the Express Cash and Phone lifeline service program varies by state. Subscribers may qualify for an Express Cash and Phone lifeline program if they participate in one of the government programs listed below or may qualify based on household income eligibility standards as defined below. By completing the Express Cash and Phone application, a subscriber's consent is required to the release of required information, including financial information if necessary, to a designated agent as required for the administration of your Express Cash and Phone lifeline service. This consent survives the termination of this agreement. Express Cash and Phone reserves the right to review any subscriber's continued eligibility for the lifeline program, at any time, and may require subscribers to provide Express Cash and Phone with written documentation of either subscriber household income or subscriber's participation in a qualifying state or federal program. A subscriber may only participate in one lifeline program at the subscriber's principal place of residence. If a subscriber or any member of a subscriber's family participates in a lifeline program from another provider, the subscriber is responsible for notifying the other provider that they have

been approved for an Express Cash and Phone lifeline program. Notice to terminate service from any other provider's lifeline program must be given after activating new service in the Express Cash and Phone lifeline program.

Express Cash and Phone subscribers may qualify for a lifeline service offering if the subscriber meets certain state and federal eligibility requirements. These requirements are determined by the particular state where the subscriber resides. These state and federal eligibility requirements are also based on either program based eligibility or income based eligibility.

Program Based Eligibility

Program based eligibility varies by state. Express Cash and Phone subscribers are eligible to receive lifeline discounts, under the program based eligibility, if they participate in one or more of the following programs and the state participates in that program:

Food Stamps (program may be named differently by state) Medicaid Low Income Home Energy Assistance Program (LIHEAP) National School Lunch programs (free lunch programs) Federal Public Housing Assistance as Section 8 Supplemental Security Income (SSI) Temporary Assistance for Needy Families Program (TANF)

Income Based Eligibility

Income based eligibility varies by state. Some states do not offer income based eligibility for lifeline. Express Cash and Phone subscribers are eligible to receive lifeline discounts, under the income based eligibility; if subscriber's total combined household income meets the defined U.S. Government Income Poverty Guidelines. Proof of income documentation (such as a current tax return) must be provided to Express Cash and Phone to demonstrate eligibility income based eligibility.

Express Cash and Phone Lifeline Program Restrictions

Subscribers applying for service in an Express Cash and Phone lifeline program agree to, and declare under penalty of perjury, that all of the following conditions below apply (but not limited to):

The Express Cash and Phone lifeline program is limited to one connection per household

Subscriber applying for service certifies that subscriber does not participate in any other lifeline program.

Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for lifeline service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent)

If subscriber participates in another lifeline program at the time applying for Express Cash and Phone lifeline service, the subscriber agrees to cancel lifeline service with any other provider.

Subscriber agrees to immediately notify Express Cash and Phone of any address change.

Subscriber affirms they meet the head of household requirement.

Subscriber affirms they are least 18 years old.

Subscriber affirms they are not claimed as a dependant on another person's tax returns.

Subscriber affirms they will immediately notify Express Cash and Phone if they no longer participate in at least one of the state or federal programs required to receive lifeline discounts.

Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by Express Cash and Phone Subscriber also authorizes any state or federal assistance programs representatives to verify subscriber's eligibility for lifeline programs.

Subscribers applying for the lifeline program authorize Express Cash and Phone, or its duly appointed representative's to have access to records relating to the applicant to verify eligibility for the Express Cash and Phone lifeline program.

Subscribers applying for Express Cash and Phone lifeline programs affirm, under penalty of perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs

Subscribers participating in the Express Cash and Phone lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in lifeline programs based on the appropriate state or federal recertification or verification requirements. Express Cash and Phone reserves the right to determine, at its sole discretion, if a subscriber meets the annual re-certification or verification requirements and if the subscriber fails to re-qualify for lifeline service. If Express Cash and Phone is unable to re-certify or verify the required lifeline qualifications the subscriber will be deemed ineligible to further participate in Express Cash and Phone lifeline programs. If a subscriber is deemed ineligible for Lifeline, then subscriber's Lifeline discount will be discontinued and subscriber will be billed the normal rate without any lifeline discount. Subscriber's plan may be changed in favor of a new plan to be chosen by the subscriber. The subscriber will be eligible to choose from any then available plan under the applicable terms and conditions for that plan.

Express Cash and Phone reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. Express Cash and Phone subscribers have the ability to terminate from the lifeline program for any reason. Subscribers who choose to terminate from the lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive any lifeline discount and will be

required to re-qualify for lifeline qualifications if they choose to enroll with another Express Cash and Phone lifeline program.

By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for Express Cash and Phone service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of Express Cash and Phone. Any attempted assignment or delegation without proper consent from Express Cash and Phone shall be void.

Supported Services

The following supported services are available to Express Cash and Phone subscribers who participate in lifeline programs

1. Voice grade access to the public switched network.
2. Dual tone multi-frequency signaling or its functional equivalent. "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time;
3. Single-party service or its functional equivalent.
4. Access to emergency services. "Access to emergency services" is a service available to Express Cash and Phone subscribers that allows a subscriber to call to emergency services through a Public Service Access Point (PSAP) operated by the local government;
5. Access to operator services. "Access to operator services" is defined as having access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call;
6. Access to interexchange service. "Access to interexchange service" is defined as the user of the telecommunication service having access to complete a long distance call or a toll call;
7. Access to directory assistance. "Access to directory assistance" is defined as access to a service that includes making available to customers, upon request, information contained in directory listings; and
8. Toll limitation for qualifying low-income consumers. "Toll limitation" Express Cash and Phone qualifying subscribers have the option to use their service to complete a long distance call or toll call in an amount of service that limits the amount of toll service to which the subscriber has already paid.

Express Cash and Phone Services

Express Cash and Phone service is provided at the company's discretion. Express Cash and Phone may change pricing or the company's Terms and Conditions of Service, from time to time, without notice. Unless expressly

prohibited by law, Express Cash and Phone reserves the right to modify or cancel a subscriber's service, an 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 and Conditions of Service. A subscriber's right to use Express Cash and Phone service is subject to Express Cash and Phone business practices, policies, procedures, rates and these Terms and Conditions of Service. Express Cash and Phone may change the Terms and Conditions of Service at any time. Express Cash and Phone will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscribers service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

Local phone numbers may not be available in all areas. Express Cash and Phone service is for personal use only and may not be used in a manner that interferes with another Express Cash and Phone customer's use of service. Express Cash and Phone services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. An Express Cash and Phone subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

Express Cash and Phone services may affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond Express Cash and Phone control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to service network issues and outages. Express Cash and Phone does not guarantee, or warrant, that service will be available at any specific time or geographical location, or that service will be provided without possible interruption. You should therefore never solely rely on your phone for emergency calls, such as to 911. Express Cash and Phone customers have access to dial 911 in an emergency. However, occasionally a subscriber may attempt to call 911 in an area where there is no 911 coverage. If there is no 911 access available, a subscriber's call to 911 may not be available.

By applying or activating service with Express Cash and Phone, a subscriber agrees not to use Express Cash and Phone services in any way that is illegal, abusive, or fraudulent. This will be determined by Express Cash and Phone in its sole discretion.

Express Cash and Phone ETC Services

Express Cash and Phone lifeline programs are only available for activation by customer's who reside in the areas in which Express Cash and Phone, has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized service, a subscriber's principal residence address must be within an Express Cash and Phone ETC service area. To be eligible for Express Cash and Phone service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by Express Cash and Phone Where applicable, Express Cash and Phone lifeline programs are provided to you by Express Cash and Phone and are governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state and supersede any term related to the Lifeline Assistance program. Express Cash and Phone may provide access to

tariffs through its website. Please be aware that tariffs posted online may not be official documents and you assume full responsibility for any tariff information you access on the Express Cash and Phone website. Express Cash and Phone bears no liability for the accuracy of any documents available on this website.

Express Cash and Phone Taxes and Surcharges

Express Cash and Phone charges state and local sales taxes. Pricing listed on the Express Cash and Phone website or listed in advertising methods for wireline service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of Express Cash and Phone service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. Express Cash and Phone collects sales taxes on all Additional Minutes Offering Plans and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales taxes and required regulatory fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") will apply. Taxes and fees are subject to change without notice.

Express Cash and Phone Directory Assistance, Additional Charges and Services

Directory assistance calls will be charged at an additional rate per call plus applicable usage charges. Calling to 900 / 976 numbers are not available to Express Cash and Phone subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will be available to subscribers. Express Cash and Phone allows subscribers to make or receive domestic long distance calls inside the domestic USA as long as the subscriber has long distance available.

Express Cash and Phone will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

If a subscriber's account is deactivated for any reason, Express Cash and Phone will assess subscribers a standard reactivation fee which is not refundable.

Express Cash and Phone Phone Number

Express Cash and Phone subscribers must accept the number that is assigned to them at the time of activation. Express Cash and Phone may release a subscriber's phone number to another subscriber, without giving notice, if the subscriber cancels service with Express Cash and Phone, or if the account is deactivated. Subscribers may transfer a number prior to the number being reissued to another subscriber. Express Cash and Phone reserves the right to change a number at any time. Express Cash and Phone will attempt to notify the subscriber prior to any change. A subscriber can request to change a phone number for a number change fee.

In some situations, a subscriber may transfer an existing carrier telephone number to your Express Cash and Phone service for use as an Express Cash and Phone phone number. When a subscriber transfers from another carrier to

Express Cash and Phone, they may have to pay a termination fee to the former carrier. Express Cash and Phone will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of Express Cash and Phone Customer Information

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of Express Cash and Phone Privacy. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any “Customer Proprietary Network Information” (CPNI) data that Express Cash and Phone collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the Express Cash and Phone Privacy Policy. Express Cash and Phone will not intentionally share subscriber’s personal information without the subscriber’s permission. Express Cash and Phone may, from time to time, use the information subscribers provide to market services to subscribers that may be related to Express Cash and Phone services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from Express Cash and Phone and its affiliates about new products, promotions, or other important services offered by Express Cash and Phone. Express Cash and Phone may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution

You agree to contact Express Cash and Phone with any disputes. You must contact Express Cash and Phone with any dispute. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. An Express Cash and Phone representative will contact you at the last address you have provided or by phone. Express Cash and Phone agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or Express Cash and Phone may commence a Binding Arbitration proceeding (see below).

Certain disputes you may have with Express Cash and Phone may be resolved through Binding Arbitration. By making or receiving calls using an Express Cash and Phone service you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with Express Cash and Phone. This Binding Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with Express Cash and Phone. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of Texas, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or

where you (the subscriber) use or pay for Express Cash and Phone services. To the extent permitted by law, if a dispute claim proceeds in court, Express Cash and Phone and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

Limitation of Liability

Express Cash and Phone is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential 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. Express Cash and Phone will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Express Cash and Phone is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on any Express Cash and Phone equipment or which may remain on Express Cash and Phone equipment during and/or after you no longer have service with Express Cash and Phone. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. Express Cash and Phone assumes no risk or responsibility for a subscriber's use of any content provided by Express Cash and Phone services. Express Cash and Phone is not liable for any act or omission of any third party company providing part of Express Cash and Phone services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by Express Cash and Phone, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and Express Cash and Phone or its affiliates. You (subscriber), also agree that Express Cash and Phone will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from any address book provided by Express Cash and Phone.

Indemnification

To the full extent by law, you agree to hold harmless and indemnify Express Cash and Phone and its affiliates and their respective officers, agents, directors, 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), directly or indirectly, resulting from your use of Express Cash and Phone 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. This obligation shall survive any expiration or termination of your service with Express Cash and Phone, Inc.

A subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all subscribers. A subscriber may have other legal rights that vary by state.

Warranties

Express Cash and Phone does not manufacture phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The Express Cash and Phone Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, Express Cash and Phone with respect to products and services provided to you and the terms under which they are offered to you by Express Cash and Phone. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of Texas. This excludes customers who are residents of the state of California.

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Basic Local Service Rates

Monthly Recurring Charges

Residential Service	\$32.49 monthly
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Non-Recurring Charges

Activation\Connection Fee	\$30.00
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Transfer Fee	\$35.00
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Conversion Fee	\$30.00
Feature Change	\$10.00
Delinquency Fee	\$5.00
Restoration Fee	\$20.00
Local Directory Assistance	\$1.99/call
National Directory Assistance	\$2.49/call
Directory Assistance Call Completion	\$0.50/additional
Number Change	\$10.00
Service restoration	\$20.00
Trouble Location Charge	\$30.00
Primary Interexchange	\$15.00
Carrier Change Charge	

Optional Calling Features and Rate Packages

Features Offered on a Usage Sensitive Basis

The following features are available to all local Exchange Business and Residence line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Per Feature Activation	
	Residence	Business

Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Caller ID	\$10.00/month
Call Waiting	\$5.00/month
Call Waiting ID	\$5.00/month
Call Forwarding	\$5.00/month
Call Return	\$5.00/month
Call Reject	\$5.00/month
Toll Block	\$5.00/month (Free for Lifeline Customers)
Speed Dialing	\$5.00/month
Auto Redial	\$5.00/month
Auto Recall	\$5.00/month
Voice Notes	\$5.00/month

Rate Packages – All rate packages (Bronze, Silver, Gold, and All-In) include Express Cash and Phone Unlimited Nationwide 800 Access Long Distance and 100 minutes free Express Cash and Phone 1-Plus Toll Long Distance Minutes.

Monthly recurring charges for packages are as follows: (N)

BRONZE Service	\$32.49 -- No Features
SILVER Service	\$37.49 – Includes Call Waiting & Caller ID
GOLD Service	\$40.49 – Includes 3 Way Calling, Speed Calling, Selective Call Forwarding, Priority Call, Caller ID, Call Waiting ID, Call Waiting, Call Return, Call Forwarding & Call Blocker

Non-recurring Activation\Connection Fee, Transfer Fee, or Conversion Fee charge applies on all packages.

Long Distance

InterLATA calls	\$0.099/minute
100 Minutes 1-Plus Toll Long Distance	\$2.50
Unlimited long distance	\$25.00/month per line

Lifeline Discounts

The Company shall apply Lifeline Program rate reductions, per eligible customer, as described below. In no event shall the monthly residential local exchange access line rate for the eligible customer be reduced below \$2.25.

Monthly

Rate Reduction

- a. Federal Lifeline Discount \$9.25

- b. State Reduction to Residential Local \$3.50
Exchange Access Line Rate (maximum)

- c. Additional Company-provided rate reduction \$2.25