



August 2, 2024

VIA ELECTRONIC DELIVERY

Mr. Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Air Voice Wireless, LLC d/b/a AirTalk Wireless (“AirVoice”) Petition for Designation as an Eligible Telecommunications Carrier in the State of Florida

Dear Mr. Teitzman,

Air Voice Wireless, LLC d/b/a AirTalk Wireless (“AirVoice”) hereby submits the attached Petition for Designation as an Eligible Telecommunications Carrier (“ETC”) in the State of Florida.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you for your assistance.

Respectfully submitted,

/s/ Henry Shi _____

Henry Shi

HWG LLP

1919 M Street NW, Suite 800

Washington, DC 20036

(202) 730-1320

hshi@hwglaw.com

Counsel for Air Voice Wireless, LLC

**Before the
FLORIDA PUBLIC SERVICE COMMISSION**

In the Matter of the Application of)
)
)
Air Voice Wireless, LLC d/b/a AirTalk) Docket No. _____
Wireless for Designation as an Eligible)
Telecommunications Carrier)

**APPLICATION FOR DESIGNATION AS
AN ELIGIBLE TELECOMMUNICATIONS CARRIER**

Air Voice Wireless, LLC d/b/a AirTalk Wireless (“AirVoice” or the “Company”) respectfully submits this Application (“Application”) pursuant to Section 214(e) of the federal Communications Act of 1934, as amended (the “Communications Act”) and Sections 54.201, 54.202, and Subpart E of the Rules of the Federal Communications Commission (“FCC”), 47 C.F.R. §§ 54.201-202, 54.401 *et seq.*, and to the regulations of the Florida Public Service Commission (the “Commission”) designate AirVoice as an Eligible Telecommunications Carrier (“ETC”) in the service territories (the “Service Area”) described in Exhibit A for the purpose of receiving federal Lifeline universal service support as a Mobile Virtual Network Operator (“MVNO”) providing commercial mobile radio service (voice and broadband Internet access) utilizing facilities of an underlying wireless carrier. AirVoice does not seek designation as an ETC to receive any form of rural, insular, and high-cost area support. In further support of its Application, AirVoice states as follows:

I. DESCRIPTION OF APPLICANT

Air Voice Wireless, LLC is a Texas limited liability company. A copy of the Company’s certificate of formation and certificate to transact business in Florida are attached hereto as Exhibit B. A structure chart of the Company’s ownership is attached as

Exhibit C. AirVoice currently holds ETC status and provides mobile wireless services under the Lifeline program in the following states: Alaska, Arkansas, Alabama, Arizona, California, Colorado, Georgia, Hawaii, Iowa, Idaho, Indiana, Illinois, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, Mississippi, Montana, Nebraska, New York, New Jersey, Nevada, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wyoming; as well as in Puerto Rico and the U.S. Virgin Islands. AirVoice is proposing to provide its service in Florida and is concurrently submitting or planning to submit applications for ETC designations in additional states. AirVoice is an MVNO that utilizes AT&T's wireless network as its underlying provider.

The designated contact information for AirVoice is as follows:

John T. Nakahata
Henry Shi
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with copy to:

Henry Hung Do
Air Voice Wireless, LLC
9920 Brooklet Dr.
Houston, Texas 77099

II. AIRVOICE SATISFIES THE COMMISSION'S AND FCC'S REQUIREMENTS FOR ETC DESIGNATION

A. Legal Standard

Section 214(e)(2) of the Communications Act, as amended, provides state public utility commissions with the "primary responsibility" for the designation of ETCs.¹ Under the Act, a state public utility commission with jurisdictional authority over ETC designations must

¹ See 47 U.S.C. § 214(e)(2).

designate a common carrier ETC if the carrier satisfies the requirements of Section 214(e)(1).²

The Commission has the requisite authority to grant the ETC designation requested herein pursuant to Florida Statutes, which grants authority to the Commission to designate commercial mobile radio service providers as ETCs.³

Section 254(e) of Act provides that “only an eligible telecommunications carrier designated under section 214(e) of this title shall be eligible to receive specific Federal Universal Service support.”⁴ Section 214(e)(1) and (2) of the Act require state commissions to designate as an ETC, throughout the service area for which ETC status is sought, any common carrier that (i) offers services that are supported by federal universal service support mechanisms, either using its own facilities or a combination of its own facilities and resale of another carrier’s facilities, and (ii) advertises the availability of such services and the charges using media of general distribution.⁵ The FCC has granted forbearance from the requirement for facilities or partial facilities-based service for carriers, such as MVNOs that are, or seek to become, Lifeline-only ETCs through resale of an underlying carrier’s services, subject to the following conditions:

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 of (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 providing specific information regarding the carrier’s service offerings and outlining the measures the carrier will take to implement the obligations contained in this Order as well as further

² See *id.* § 214(e)(1).

³ See Fla. Stat. § 364.10(3)(a) (“The commission has the power and authority to designate an entity, upon petition and in accordance with 47 C.F.R. s. 54.201, as an eligible telecommunications carrier, provided that such entity is: . . . 2. A commercial mobile radio service provider.”).

⁴ See 47 U.S.C. § 254(e).

⁵ See also 47 C.F.R. § 54.201(d).

safeguards against waste, fraud and abuse the Bureau may deem necessary.⁶

As it does in the states in which it is currently an ETC, AirVoice proposes to offer its Lifeline services through resale, and thus will meet the 911 requirements through the service purchased from its underlying carrier. AirVoice also has obtained an FCC-approved compliance plan, which is attached hereto as Exhibit D.

Section 214(e)(1)(B) of the Act also requires that an ETC advertise the availability of supported services and the related charges using media of general distribution. ETC's are also required to publicize the availability of Lifeline services in a manner reasonably designated to reach those likely to qualify for such services.⁷

Section 214(e)(2) of the Act provides that ETC designation shall be made of a "service area" designated by the state commission.⁸ Section 214(e)(5) of the Act provides that the "service area" shall be a "geographic area established by the State commission." AirVoice's proposed Service Area in which to provide Lifeline-supported services is described in Exhibit A. To the extent that the proposed Service Area includes rural areas, the Commission may apply the same public interest analysis as for non-rural areas and need not apply a "cream skimming" analysis as AirVoice is seeking ETC designation solely for the Lifeline program.⁹

The FCC has also established additional eligibility criteria for ETCs seeking to provide Lifeline service. These are: (1) a commitment and ability to provide the Supported Services throughout the designated area; (2) the ability to remain functional in emergency situations; (3) a

⁶ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up Reform and Modernization*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd. 6656, 6813 ¶ 368 (2012).

⁷ See 47 U.S.C. § 214(e)(1)(B).

⁸ See *id.* § 214(e)(2).

⁹ See *Virgin Mobile USA, L.P.*, Order, 24 FCC Rcd 3381, ¶ 39 n. 101 (2009).

commitment to satisfy consumer protection and service quality standards; (4) establishing that the applicant has the financial and technical capabilities to provide Lifeline-supported services; and (5) describe the terms and conditions of any voice telephony services and broadband internet access services that it will provide to Lifeline.¹⁰

B. AirVoice Meets the Legal Standard for ETC Designation Under the Act and FCC Regulations

AirVoice meets the applicable legal requirements under the Act and the FCC’s Lifeline regulations for designation as an ETC.

1. AirVoice Is a Common Carrier Under the Act

AirVoice will operate as a common carrier as defined in 47 U.S.C. § 153(10) and thus is eligible for designation as an ETC. AirVoice is a commercial mobile radio service (“CMRS”) provider, and Section 332(c)(1)(A) of the Act states that CMRS providers will be regulated as common carriers.¹¹

2. AirVoice Qualifies for the FCC’s Forbearance from the Facilities Requirement

AirVoice will provide services consistent with the FCC’s forbearance from Section 214(e)(2)’s own-facilities requirements. Specifically, AirVoice will provide access to emergency services, such as 911 and enhanced 911 (“E911”) calling, regardless of activation status and availability of minutes. Moreover, all of the phones that AirVoice distributes are capable of delivering automatic numbering information (“ANI”) and automatic location information (“ALI”) as supported by its underlying carrier, AT&T. AirVoice also filed a

¹⁰ See 47 C.F.R. § 54.202.

¹¹ 47 U.S.C. § 332(c)(1)(A).

Compliance Plan with the FCC, which the FCC approved on September 21, 2023.¹² A copy of the Company's current FCC-approved Compliance Plan is attached hereto as Exhibit D.

AirVoice commits to providing Lifeline service in Florida in accordance with its FCC-approved Compliance Plan and in compliance with applicable state and federal regulations, to the extent amendments thereto may supersede commitments made in the Compliance Plan.

3. AirVoice Will Meet the Advertising Requirements

AirVoice will meet the advertisement requirement under Section 214(e)(1) of the Act and Section 54.201(d) of the FCC's rules through media of general distribution in a manner that is designed to reach those likely to qualify for such services. AirVoice will use a variety of media resources including but not limited to online advertising through a variety of social media platforms and its website. In addition, AirVoice agrees to comply with all form and content requirements, if any, promulgated by the FCC and this Commission in the future and required of all designated ETCs. Examples of AirVoice's advertisement in states in which it is already an ETC are attached at Exhibit E.

4. AirVoice's Voice Service Qualifies for Universal Service Support Under the FCC's Rules

AirVoice's voice service qualifies for Lifeline support under Section 54.401 of the FCC's rules because it "provides qualifying low-income consumers with voice telephony service or broadband Internet access service" at rates reduced (usually to \$0) as a result of the application of Lifeline support amounts. AirVoice's voice telephony service includes voice grade access to the public switched network; minutes of use for any-distance service provided at no additional charge to end users up to the prepaid plan's allotment of minutes; and access to the emergency

¹² See *Wireline Competition Bureau Approves Further Revised Compliance Plan of, Airvoice Wireless, LLC*, Public Notice, DA 24-209, WC Docket Nos. 09-197 and 11-42 (rel. Mar. 6, 2024).

services provided by local governments or other public safety organizations, such as 911 and enhanced 911.¹³ AirVoice's broadband internet access services includes the capability to transmit data to and receive data from all or substantially all Internet endpoints, any capabilities that are incidental to and enable the operation of that communications service.¹⁴ AirVoice's Lifeline service offerings meet the FCC's mandated minimum service requirements of 1000 minutes for voice service and/or 5 GB of broadband data service. AirVoice's current rate plans are attached as Exhibit F.

5. AirVoice Meets the Additional Eligibility Criteria for ETC Designation Under the FCC's Rules

AirVoice meets the various eligibility criteria established by the FCC for designation as an ETC.

Ability to Operate. AirVoice will provide Lifeline service through the resale of the services acquired from its underlying wireless carriers, currently AT&T, through existing negotiated and executed agreements. As AirVoice's underlying wireless carriers are already operational, AirVoice will be able to commence offering its Lifeline service programs to all qualified consumers soon after it receives approval from the Commission and upon implementation of procedures and necessary internal systems, such as the distribution of sales materials to authorized agent locations. As a result, AirVoice will be able to meet the requirements of 47 C.F.R § 54.202(a)(1).

Ability to Remain Functional in Emergency Situations. AirVoice's service will remain reliable in an emergency because AirVoice's services benefit from the back-ups and contingency

¹³ See 47 C.F.R. § 54.400(m).

¹⁴ See 47 C.F.R. §54.400(l).

plans of its underlying wireless carriers, which include backup battery power at cell sites to ensure functionality in emergency situations. Thus, AirVoice will meet the functionality requirement under 47 C.F.R. § 54.202(a)(2).

Consumer Protection and Service Quality Standards. As a wireless ETC, AirVoice will abide by the Cellular Telecommunications and Internet Association’s Consumer Code for Wireless Service, will annually certify compliance with the protection of Customer Proprietary Network Information (“CPNI”) as required by federal law, and will report any data breaches in accordance with FCC regulations and applicable state law. Through the use of resold services, AirVoice will be able to provide the same quality and reliable service that is currently provided by its underlying carrier. Although no carrier can guarantee that its customers will never experience service disruptions, AirVoice’s contractual arrangements are designed to minimize any failures, provide alternate call routing, and expedite recovery in the event a failure occurs. AirVoice affirms its commitment to continue to satisfy applicable consumer protection and service quality standards if certified as an ETC.

Financial and Technical Capabilities to Provide Lifeline Services. AirVoice possesses the financial and technical capabilities required by Section 54.202(a)(4) to provide Lifeline-supported services. In addition, AirVoice has been providing non-Lifeline wireless service throughout the United States since 1999. AirVoice receives revenue from a number of sources which are independent from the revenue it will receive in the form of Lifeline support. AirVoice does not and will not rely exclusively on USF disbursements to operate. In addition, AirVoice’s financial and technical capabilities to provide service are demonstrated by its performance over 11 years as a Lifeline provider and 24 years in the wireless telephone industry, with consistently strong service, organic growth, and robust protections to ensure its Lifeline customers meet

eligibility requirements. Additional detail on the management experience of AirVoice's executive team is attached hereto as Exhibit G.

Terms and Conditions of its Voice and Broadband Lifeline Plans. AirVoice has provided the terms and conditions of the details of its voice service plans and broadband internet access plans, which are set out in Exhibit F.¹⁵

6. AirVoice Will Implement A Robust Eligibility Plan to Prevent Waste, Fraud, and Abuse

AirVoice complies with the FCC's Lifeline regulations set out in 47 C.F.R. § 54.400 *et seq.* As further described in AirVoice's FCC-approved Compliance Plan, the Company has detailed and comprehensive procedures in place to address customer certification and verification requirements as well as requirements concerning de-enrollment and duplication of service. These procedures comply with the FCC's customer certification and verification requirements. AirVoice also will comply with the FCC's annual certification and reporting requirements as well as with the FCC's measures to prevent waste, fraud, and abuse of Lifeline services.

AirVoice enrolls customers through a direct-to-customer online portal. AirVoice will not use agents to enroll customers. AirVoice will verify the identity of all customers and check to ensure that no one else in the customer's household is receiving a Lifeline benefit through use of the National Lifeline Accountability Database ("NLAD"). Likewise, AirVoice will use the National Verifier to verify the customer's eligibility for Lifeline. AirVoice will also utilize the NLAD and National Verifier to conduct re-verification and re-certifications.

AirVoice has built an automated system to process and validate the Company's data from

¹⁵ 47 C.F.R. § 54.202(a)(5).

the NLAD Lifeline Claims System to ensure that all customers that did not meet the FCC's usage requirements are not claimed, to ensure that duplicate claims are not submitted for the same household for the same month, and to ensure that all lines are properly de-enrolled when the customer requests or when otherwise required by rules, including for non-usage.

7. AirVoice Will Comply with the Commission's Requirements for Lifeline Providers

Under Section 24-4.0065 of the Commission's rules, Lifeline providers are required to "participate in the Lifeline Promotion Process," which consists of "an electronic interface between the Department of Children and Families, the Commission, and the eligible telecommunications carrier to provide eligible consumers information on how to apply for Lifeline assistance following enrollment in a qualifying public assistance program."¹⁶ AirVoice will "contact customers on the list to whom" it "provide[s] service and that do not already participate in Lifeline, to inform them of the Lifeline application process with the National Lifeline Eligibility Verifier."¹⁷

III. GRANTING THE APPLICATION SERVES THE PUBLIC INTEREST, CONVENIENCE, AND NECESSITY

Designation of AirVoice as an ETC for Lifeline purposes will further the Commission's universal service goals and thus benefit consumers. Specifically, the AirVoice will offer prepaid low-cost wireless service to low-income consumers, thereby increasing consumer choice. In addition, increasing customer choice will spur wireless ETC providers to compete for eligible customers by providing the highest value (e.g., higher quality handsets, customer service).

¹⁶ Fla. Admin. Code § 25-4.0065(2).

¹⁷ *See id.*

Moreover, wireless service in particular offers a stable contact method where traditional landline service would be unavailable or not a viable option. AirVoice's prepaid wireless service is an especially attractive option for low-income consumers because it alleviates customer concerns regarding hidden costs, varying monthly charges, and long-term contract issues.

AirVoice's Lifeline program will offer an easy-to-use, competitive, and highly affordable wireless telecommunications service to qualified consumers who have either no other service alternatives or who choose a wireless prepaid solution instead of traditional services. Once designated by the Commission as an ETC, AirVoice will announce and advertise telecommunications services in its service area and publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for such services, making more low-income residents aware of opportunities afforded to them under the Lifeline program that they can take advantage of. The additional competition offered by AirVoice will benefit all consumers of wireless services, and low-income consumers in particular.

IV. CONCLUSION

For the reasons set forth above, AirVoice respectfully requests that the Commission expeditiously issue an order designating the Company as an ETC in Florida throughout the service area specified above for the purpose of receiving federal support and reimbursement for provision of low-income communications services on a wireless basis to qualified low-income customers.

Respectfully submitted,



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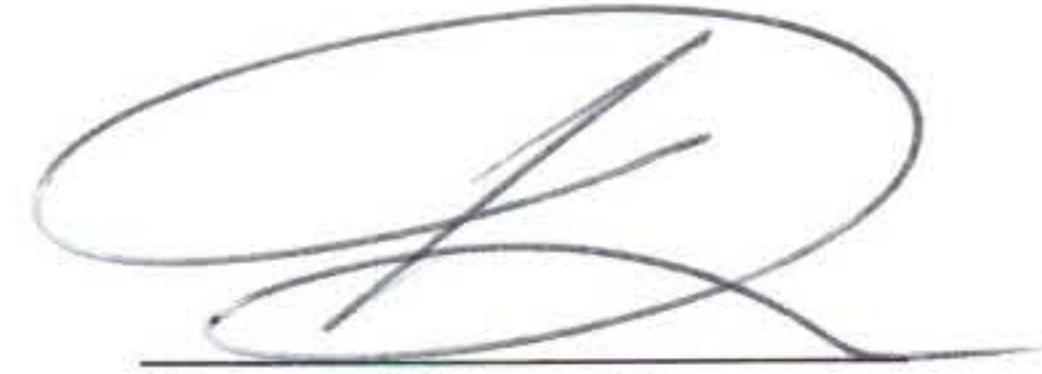
Counsel for Air Voice Wireless, LLC

Date: July 31, 2024

STATE OF TEXAS)
)
)
COUNTY OF HARRIS)

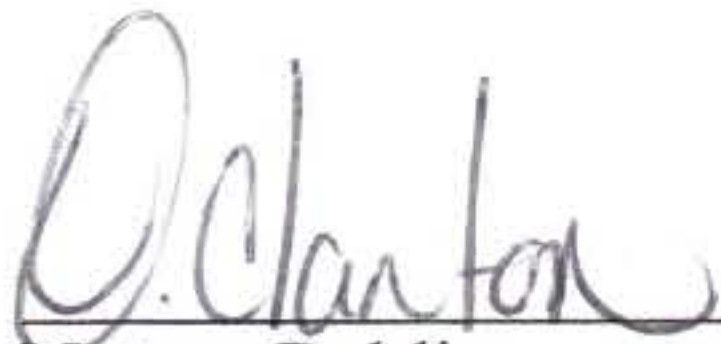
VERIFICATION

I, Henry Hung Do, being first duly sworn upon oath, depose and say that I am the Chief Executive Officer of Air Voice Wireless, LLC, and as such am authorized to make this verification on its behalf; that I have read the foregoing Application; that I know the contents thereof; and that the facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief.

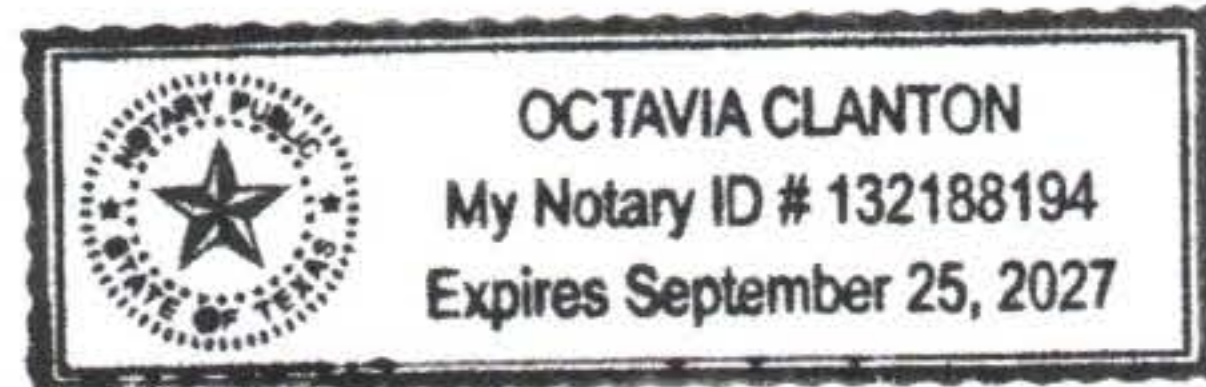


Henry Hung Do

Subscribed and sworn to before me this 1st day of August, 2024.



Notary Public



My commission expires on: September 25, 2027

Exhibits List

Exhibit A – Designated Service Areas

Exhibit B – Certificate of Formation and Registration as Foreign LLC

Exhibit C – Ownership Structure of AirVoice

Exhibit D – AirVoice’s FCC-Approved Compliance Plan

Exhibit E – Examples of AirVoice’s Advertisements

Exhibit F – AirVoice Current Lifeline Pricing Plan, Terms, and Conditions

Exhibit G – AirVoice Management Bios

EXHIBIT A

DESIGNATED SERVICE AREA

AirVoice is proposing to offer Lifeline supported service throughout the State of Florida, as illustrated in the following coverage map for AirVoice's underlying carrier, AT&T:

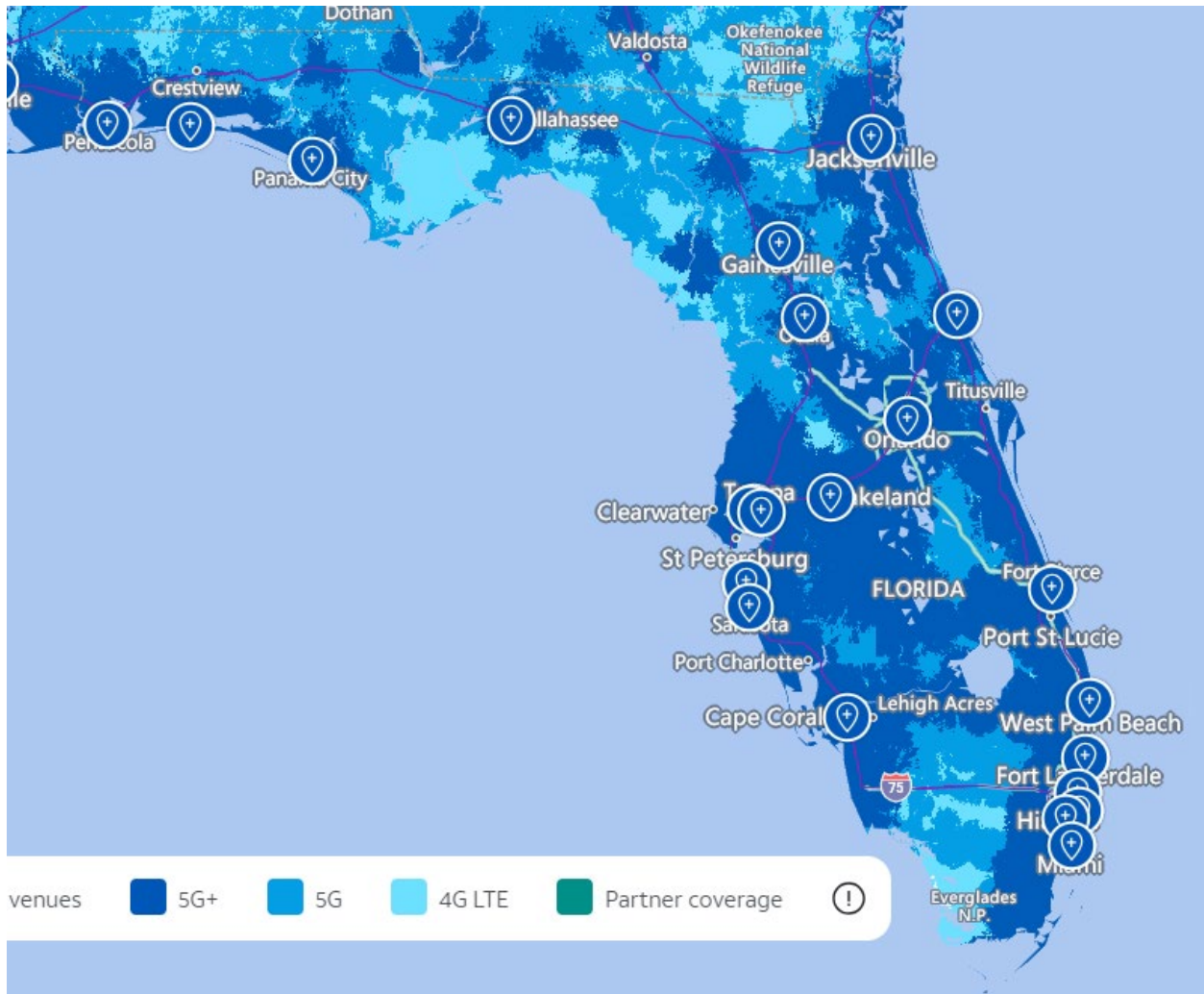


EXHIBIT B

Certificate of Formation and Registration as a Foreign LLC in Florida



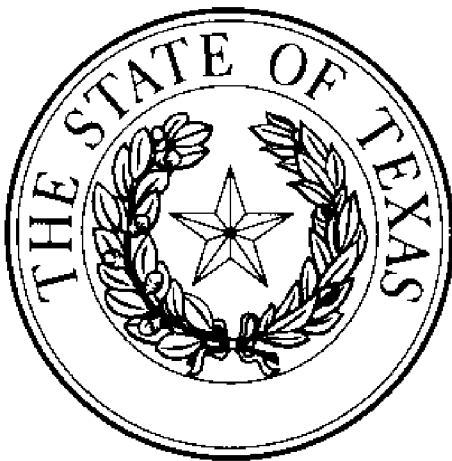
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Conversion for Air Voice Wireless, LLC (file number 805253780), a Domestic Limited Liability Company (LLC), was filed in this office on September 21, 2023.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 27, 2024.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

State of Florida

Department of State

I certify from the records of this office that AIR VOICE WIRELESS, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on February 1, 2022.

The document number of this limited liability company is M22000002336.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 18, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of June,
2024*




Secretary of State

Tracking Number: 7266131230CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT C

OWNERSHIP STRUCTURE OF AIR VOICE WIRELESS, LLC

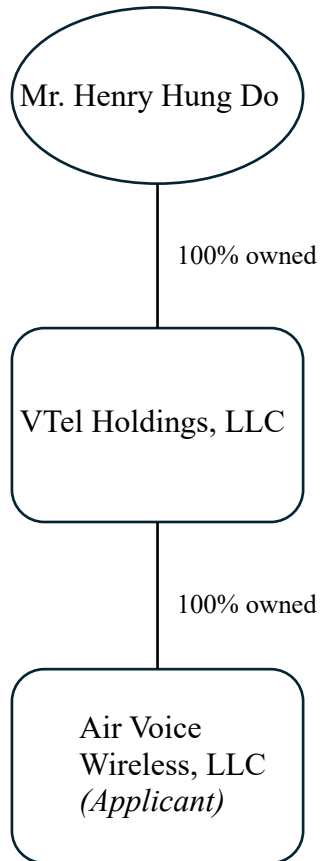


EXHIBIT D

FCC-APPROVED COMPLIANCE PLAN

Lance J.M. Steinhart, P.C.

Attorneys At Law
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005

Also Admitted in New York
Email: lsteinhart@telecomcounsel.com

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

January 26, 2024

Via Electronic Filing

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
45 L Street NE
Washington, D.C. 20554

**Re: Second Revised Compliance Plan of AirVoice Wireless, LLC
WC Docket Nos. 09-197 and 11-42**

Dear Ms. Dortch:

AirVoice Wireless, LLC d/b/a AirTalk Wireless (“AirVoice” or “Company”), through its attorneys, hereby provides the following updates to its Revised Compliance Plan.¹ AirVoice hereby incorporates by reference the Revised Compliance Plan, which, together with the updates provided herein, makes up AirVoice’s Second Revised Compliance Plan.

Compliance Plan Section I.

AirVoice clarifies that it does not currently use agents or representatives to assist with Lifeline enrollments, only employees of the Company. If in the future AirVoice does use agents or representatives, the Company will follow the procedures set forth in its approved compliance plan to ensure prevention of waste, fraud and abuse. Further, as clarified in the DBA Notice, AirVoice no longer utilizes the services of CGM, LLC (“CGM”).²

¹ See AirVoice Wireless, LLC Revised Compliance Plan, WC Docket Nos. 09-197, 11-42 (May 17, 2021) and FCC approval thereof, Public Notice DA 21-1641 (December 23, 2021); *see also* AirVoice Wireless, LLC Courtesy Notice of DBA change, WC Docket Nos. 09-197, 11-42 (Oct 26, 2022) “DBA Notice”.

² See DBA Notice. Instead of using CGM’s web-based electronic Lifeline enrollment application, the Company uses its own web-based enrollment platform which provides the same or improved functionalities and fraud preventions.

Compliance Plan Section II. (Lifeline Offering)

AirVoice's current wireless Lifeline-only offering provides 1,000 voice minutes, unlimited text messaging, and 4.5 gigabytes (GB) of data. This offer may change in the future as needed to comply with any changes in minimum service standards. AirVoice offers its Lifeline service under the d/b/a "AirTalk Wireless."³

Compliance Plan Section III. (Financial and Technical Capability)

Company Affiliates. AirVoice is a wholly owned subsidiary of VTel Holdings, LLC, a Texas limited liability company ("VTel"), which is wholly-owned by Henry Hung Do, a United States citizen and a resident of the State of Texas. Mr. Do also owns one hundred percent (100%) of: (a) Cintex Wireless, LLC d/b/a SFone Wireless, a Delaware limited liability company ("Cintex"), that provides Lifeline-only wireless services as an ETC in Arkansas, Louisiana, Maryland, Maine, Rhode Island, and West Virginia and non-Lifeline wireless services throughout the United States, and is approved by USAC and the FCC to provide services through the Affordable Connectivity Program ("ACP") throughout the United States; (b) NewPhone Wireless, LLC ("NewPhone"), a CMRS provider which is in process of being dissolved; (c) HTH Communications, LLC, a Texas limited liability company, a global and one of the largest refurbished mobile device distributors in the United States, which has been in business for more than fourteen (14) years; (d) Softel Technologies, LLC, a Texas limited liability company, that provides distribution services to wireless providers; (e) Softel Holdings, LLC ("Softel"), a Texas limited liability company which was formed to acquire 100% ownership interest in TAG Mobility, LLC f/k/a TAG Mobile Bankruptcy Sale Entity, LLC ("TAG Bankruptcy", the successor to TAG Mobile, LLC in bankruptcy as described below),⁴ a limited liability company organized under the laws of the State of Texas; and, through Softel's ownership effective on or around April 26, 2023, (f) TAG Bankruptcy which provides wireless Lifeline services to customers and has been designated an ETC in the following jurisdictions: Arizona, Arkansas, California, Colorado, Iowa, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, Oklahoma, Pennsylvania, South Carolina, West Virginia and Wisconsin.

³ See DBA Notice.

⁴ See Public Notice DA-22-992 issued September 21, 2022 approving TAG Mobile, LLC's ("TAG Mobile") Amended Compliance Plan which explained the reorganization of TAG Mobile's regulated assets due to bankruptcy to a wholly-owned subsidiary, TAG Bankruptcy, and the subsequent change in ownership to Softel (the "TAG Transaction").

Pursuant to Bankruptcy Court order issued March 29, 2023 bifurcating the TAG Transaction,⁵ TAG Mobile formed TAG Mobile Texas ETC Entity, LLC (“New TAG TX”), a Texas limited liability company, for the purposes of the reorganization of TAG Mobile’s regulated Texas assets into New TAG TX, and the transfer of control of New TAG TX to Softel.⁶ New TAG TX received the Texas ETC designation previously held by TAG Mobile and became a wholly-owned subsidiary of Softel. Given Mr. Do’s 100% indirect ownership of both companies, New TAG TX merged into AirVoice as part of an internal reorganization.⁷ Thus, the Texas ETC designation originally held by TAG Mobile and transferred to New TAG TX pursuant to bankruptcy court order is now held by AirVoice.⁸ TAG Bankruptcy holds all other TAG Mobile assets (including the TAG Mobile compliance plan) and remains an affiliate of AirVoice. An updated organizational chart is attached hereto as Exhibit A of AirVoice’s Second Revised Compliance Plan.

Given that the changes described above do not affect the Company’s ownership or operational commitments, AirVoice respectfully requests expeditious approval of this Second Revised Compliance Plan.

Respectfully submitted,

s/ Lance J.M. Steinhart

Lance J.M. Steinhart, Esq.
Managing Attorney
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E-Mail: lsteinhart@telecomcounsel.com

Attorneys for AirVoice Wireless, LLC

Attachments

cc: Nicholas Page

⁵ See Notice of Internal Reorganization filed by TAG Mobile, LLC in WC Docket Nos. 09-197 and 11-42 on January 3, 2024.

⁶ All other regulated assets were transferred to TAG Bankruptcy as described in the TAG Mobile Amended Compliance Plan.

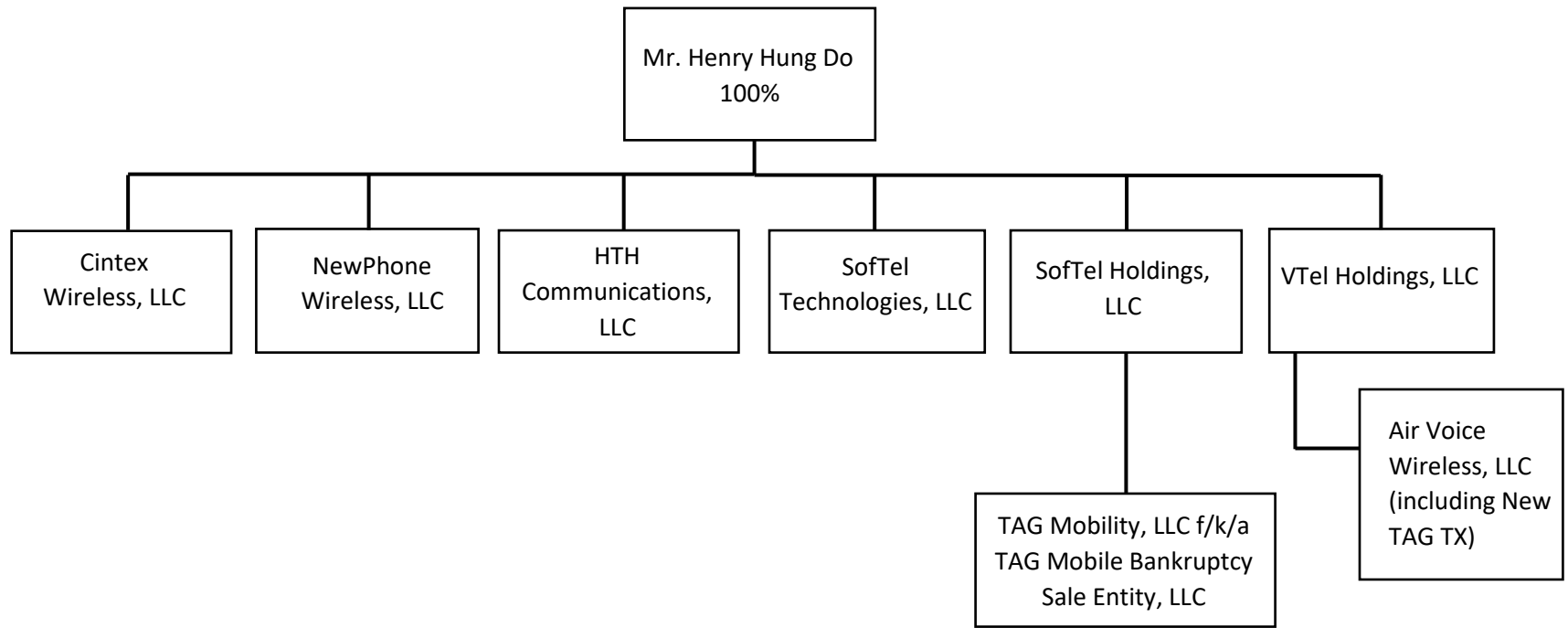
⁷ Documentation of the merger is attached hereto as Exhibit B.

⁸ See attached Exhibit C for approval from the Texas public utility commission. Upon approval from the Universal Service Administrative Company of the transfer of TAG Mobile’s Texas study area code to AirVoice, AirVoice will provide notice to TAG Mobile customers of the change in service provider name. Customers will continue to receive service at the same or better rates.

Ms. Marlene H. Dortch
January 26, 2024

EXHIBIT A

Updated Organizational Chart

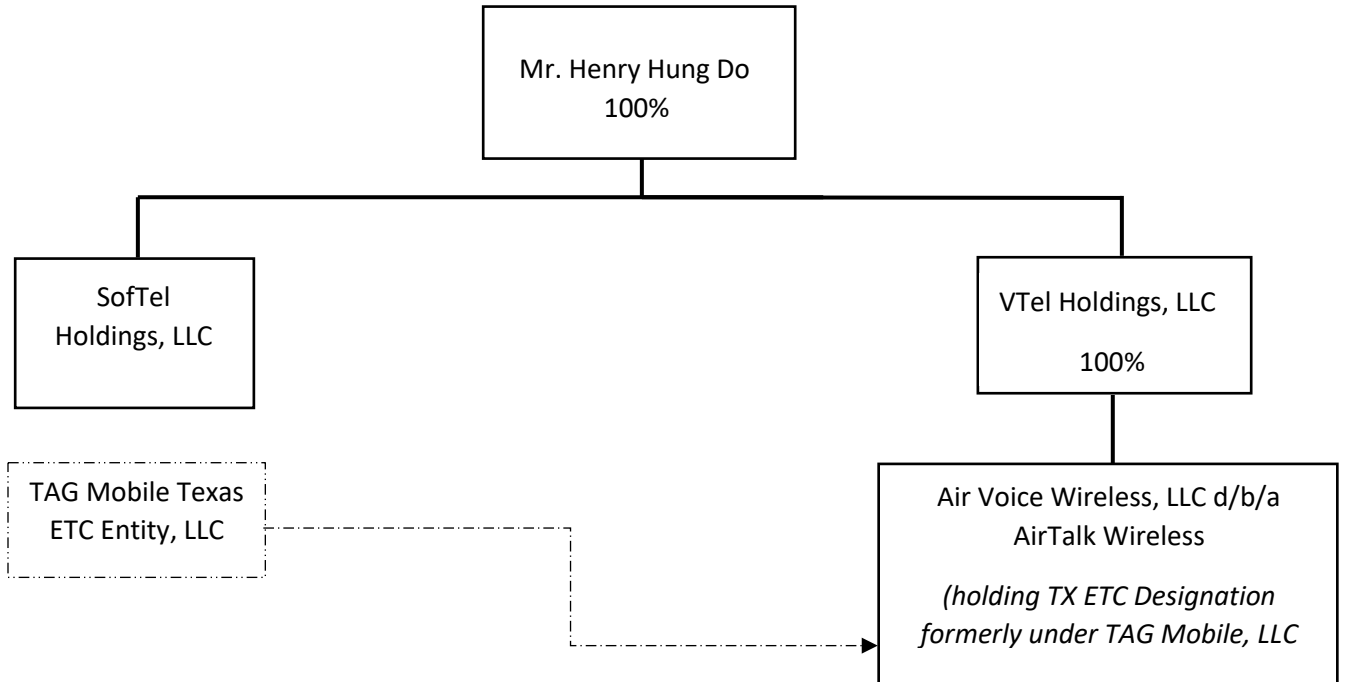
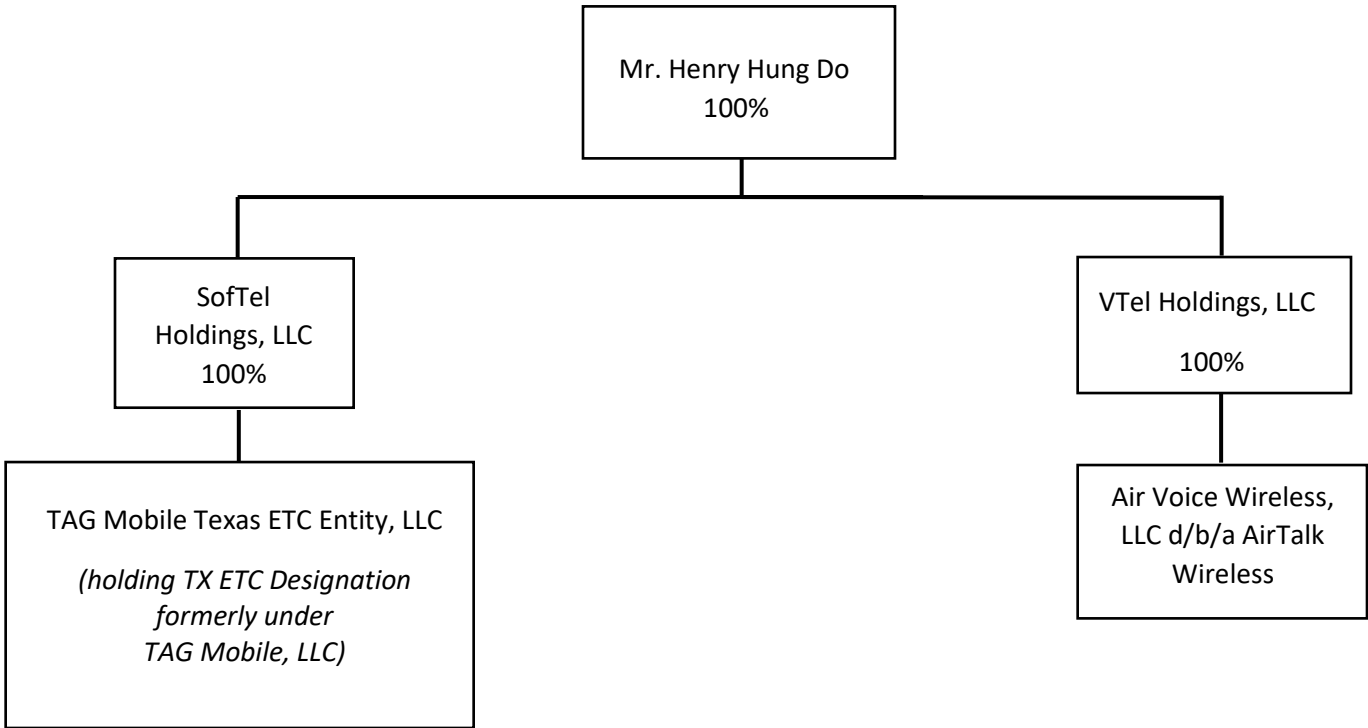


Ms. Marlene H. Dortch
January 26, 2024

EXHIBIT B

Merger Documentation of New TAG TX into AirVoice

MERGER OF NEW TAG TX TO AIRVOICE





Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

TAG Mobile Texas ETC Entity, LLC
Domestic Limited Liability Company (LLC)
[File Number: 804986448]

Into

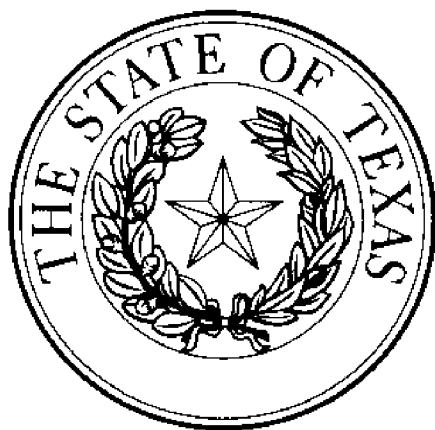
AirVoice Wireless, LLC
Foreign Limited Liability Company (LLC)
Michigan, USA
[File Number: 801632654]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 07/25/2023

Effective: 07/25/2023



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

08

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

AC1

(FOR BUREAU USE ONLY)

JUN 12 2023

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Lance J.M. Steinhart, P.C.

Address

1725 Windward Concourse, Ste. 150

City

State

ZIP Code

Alpharetta, GA 30005

TranInfo:1 25440392-1 06/08/23

Chk#: 5163 Amt: \$100.00

ID: 801127649

EFFECTIVE DATE:

FILED

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

JUN 13 2023

CERTIFICATE OF MERGER

For use by Limited Liability Companies

(Please read information and instructions on the last page)

ADMINISTRATOR

CORPORATIONS DIVISION

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate of Merger:

1. The name of each constituent limited liability company and their identification numbers are:

AIR VOICE WIRELESS, LLC

801127649

TAG Mobile Texas ETC Entity LLC

2. The name of the surviving limited liability company and its identification number is:

AIR VOICE WIRELESS, LLC

801127649

3. Check one of the following:

There are no changes to be made to the Articles of Organization of the surviving limited liability company.

The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

RK



4. Other provisions with respect to the merger are as follows:

5. Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office.
The merger shall be effective on the _____ day of _____, _____.

6. The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

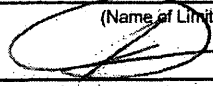
7. The merger is permitted by the law of the jurisdiction under whose law each foreign constituent company is organized and each foreign constituent company has complied with that law in effecting the merger.

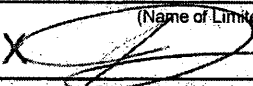
8. The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the merger are:

<u>Assumed name</u>	<u>LLC transferred from</u>	<u>Expiration date</u>

9. Nonsurvivor name as new assumed names under which business is to be conducted are:

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 30 day of May, 2023
AIR VOICE WIRELESS, LLC
(Name of Limited Liability Company)
 By X 
(Signature of Member, Manager or Authorized Agent)
Henry Hung Do
(Type or Print Name and capacity)

Signed this 30 day of May, 2023
TAG Mobile Texas ETC Entity LLC
(Name of Limited Liability Company)
 By X 
(Signature of Member, Manager or Authorized Agent)
Henry Hung Do
(Type or Print Name and capacity)

Ms. Marlene H. Dortch
January 26, 2024

EXHIBIT C

Texas PUC Approval

DOCKET NO. 55586

APPLICATION OF TAG MOBILE, LLC TO AMEND ITS ELIGIBLE TELECOMMUNICATIONS CARRIER DESIGNATION	§ § § §	PUBLIC UTILITY COMMISSION OF TEXAS
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NOTICE OF APPROVAL

This Notice of Approval addresses the application of TAG Mobile, LLC to amend its designation as an eligible telecommunications carrier (ETC) under 47 United States Code (USC) § 214(e) and 16 Texas Administrative Code (TAC) § 26.418. The Commission amends TAG Mobile's ETC designation to reflect its new name, Air Voice Wireless, LLC.

I. Findings of Fact

The Commission makes the following findings of fact.

Applicant

1. TAG Mobile is a Texas limited liability company registered with the Texas secretary of state under file number 801240128.

Application

2. On September 22, 2023, TAG Mobile filed an application to amend their designation as ETC under 47 U.S.C. § 214(e) and 16 TAC § 26.418.
3. TAG Mobile is a commercial mobile radio service provider.
4. TAG Mobile request that their ETC designations be amended to reflect the company's new name: Air Voice Wireless, LLC.
5. In Order No. 2 filed on October 3, 2023, the administrative law judge (ALJ) found the application administratively complete.

Notice

6. Notice of the application appeared in the *Texas Register* on October 6, 2023.
7. On October 11, 2023, TAG Mobile filed an affidavit, signed by Mark Foster, co-counsel for the applicant, attesting that notice was provided to the Office of Public Utility Counsel, the Commission's Regulatory Division, the Commission's License and Compliance

Division, the Commission's Compliance and Enforcement, and to Staff Attorney, Anthony Kanalas.

8. In Order No. 4 filed on October 24, 2023, the ALJ found the notice sufficient.

Informal Disposition

9. More than 15 days have passed since completion of the notice provided in this docket.
10. No person filed a protest or motion to intervene.
11. TAG Mobile and Commission Staff are the only parties to this proceeding.
12. No party requested a hearing and no hearing is needed.
13. Commission Staff recommended that the application be approved.
14. This decision is not adverse to any party.

II. Conclusions of Law

The Commission makes the following conclusions of law.

1. The Commission has authority over this application under PURA¹ §§ 52.001 and 47 U.S.C. § 214(e)(2).
2. TAG Mobile is a common carrier as defined in 47 U.S.C. § 153(11).
3. TAG Mobile's application complies with the requirements of 47 U.S.C. § 214(e)(2) and 16 TAC § 26.418.
4. TAG Mobile provided notice of the amended application in compliance with the requirements of 16 TAC § 26.418(h)(1)(A).
5. The requirements for informal disposition in 16 TAC § 22.35 have been met in this proceeding.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders.

¹ Public Utility Regulatory Act, Tex. Util. Code §§ 11.001–66.016.

Docket No. 55586

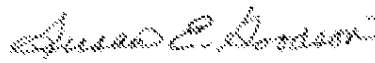
Notice of Approval

Page 3 of 3

1. The Commission amends the TAG Mobile's ETC designation to reflect its new name, Air Voice Wireless, LLC.
2. The universal service administrative company shall direct any and all support payments for what was formerly TAG Mobile, LLC to Air Voice Wireless, LLC.
3. The Commission denies all other motions and any other requests for general or specific relief, if not expressly granted.

Signed at Austin, Texas on the 27th day of November 2023.

PUBLIC UTILITY COMMISSION OF TEXAS



SUSAN E. GOODSON

ADMINISTRATIVE LAW JUDGE

EXHIBIT E

EXAMPLES OF ADVERTISEMENTS

AirTalk Wireless
June 2 at 7:17 PM · 🌐

Feel free to contact loved ones without worrying about phone costs. Apply for Lifeline now to get a free smartphone and monthly service. Terms & conditions apply!

AirTalk WIRELESS Government Assistance Program

Want to connect with your family?
Choose AirTalk Wireless

Chance to **GET A FREE PHONE & Service with Lifeline**

Unlimited Talk & Text
Unlimited International Calling

AIRTALKWIRELESS.COM [Apply now](#)

Free Smartphone Free Plan

AirTalk WIRELESS Government Assistance Program

Apply Now!

FREE IPHONE OR SAMSUNG

&

FREE Data, Talk & Text EVERY MONTH

terms and conditions

AirTalk WIRELESS Government Assistance Program

Chance to **Get a Free iPhone 7 & Service with Lifeline**

Unlimited talk, text & international calling

AirTalk Wireless
4d · 🌐

🇺🇸 Exclusive Lifeline benefits for Alaskans. Get a Free iPhone or Galaxy and Free Monthly Data Unlimited Talk and Text. Qualify with:

- ✔️ SNAP/Food Stamp
- ✔️ Medicaid
- ✔️ SSI
- ✔️ Low Income
- ✔️ and more.

Terms & Conditions Apply.

AirTalk WIRELESS Government Assistance Program

Heat Up Your Summer With a Huge Discount

GET A FREE iPhone SE
& Free Services with Lifeline

[Apply Now](#)

Free Monthly Phone Services [Apply now](#)

AirTalk WIRELESS Government Assistance Program

Heat Up Your Summer With a Huge Discount

GET A FREE iPhone 6
& Free Services with Lifeline

[Apply Now](#)

Free Monthly Phone Services [Apply now](#)

👍 1

👍 Like 💬 Comment

EXHIBIT F

CURRENT PRICING PLAN

Lifeline Plan

Cost: \$0 / month

Plan Includes:

Free GB High Speed 5G+ Internet
Unlimited Talk
Unlimited Text
Unlimited International Calling to 80+
Countries Including Canada and Mexico

Features:

Free SIM Kit or eSIM
Free Shipping
Free Wifi-Calling
Free Call to 911
Free 411 Directory Assistance
Caller ID, Call Waiting, 3-Way Calling,
Voicemail
Nationwide Coverage
24/7 Customer Support
Cashback, Freebies from Loyalty programs

Additional terms and conditions for AirVoice's Lifeline service are attached.

Terms and Conditions

AirTalk Wireless Terms and Conditions of Service

Welcome to AirTalk Wireless. Thank you for choosing us as your service provider. We are pleased to have you as a customer and we look forward to providing you with the best wireless service. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using an AirTalk Wireless phone and is a legally binding agreement between you and AirTalk Wireless. These Terms and Conditions of Service contain important information about your consumer rights. AirTalk Wireless reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the AirTalk Wireless website at www.airtalkwireless.com. Please check this website often for updates to the Terms and Conditions of Service. By enrolling in the AirTalk Wireless Lifeline Program and by using the AirTalk Wireless Service, you, the participant, acknowledge and agree to the following terms and conditions. If you disagree with any item contained herein, please immediately discontinue use of the Services and contact AirTalk Wireless Customer Support at +1 (855) 924-7825 to terminate.

1. Lifeline Program

Lifeline Support is a monthly support that reduces the cost of monthly wireless telephone service or residential home telephone service. An eligible AirTalk Wireless customer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per household. Lifeline support may vary between states but will at least equal the dollar amount AirTalk Wireless receives in Federal Universal Service Support.

Subscribers may qualify for the AirTalk Wireless Lifeline program if they participate in one of the government programs listed below or qualified based on household income eligibility standards as defined below. When completing the AirTalk Wireless application, subscriber acknowledges and consents to the use of Subscriber's Name, Telephone Number, Address, Date of Birth, Last Four Digits of the Subscriber's Social Security Number, amount of support being sought, means of qualification for support and dates of service initiation and termination to be given to the Universal Service Administrative Company (USAC) (the administrator of the program) and/or its agents for the purpose of verifying that subscriber does not receive more than one Lifeline benefit. Refusal to grant this permission will mean consumer is not eligible for Lifeline service. Subscriber grants authorization to AirTalk Wireless to access any records required to verify subscribers's statements herein and to confirm continued eligibility for Lifeline assistance. This consent survives any termination of this agreement. If the subscriber or any member of the 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 the AirTalk Wireless Lifeline program and request their service with the other provider be disconnected. Notice to terminate service from any other provider's Lifeline program must be given if activating new service in the AirTalk Wireless Lifeline program.



state and federal eligibility requirements. These requirements are determined by the 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. AirTalk Wireless 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 / Supplemental Nutrition Assistant Program (SNAP)
- Medicaid
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Veterans and Survivors Pension Benefit
- Bureau of Indian Affairs General Assistance (BIA)
- Tribal Temporary Assistance for Needy Families (Tribal TANF)
- Head Start (only those households meeting its income qualifying standard)
- Food Distribution Program in Indian Reservation (FDPIR)

Income Based Eligibility

Income based eligibility varies by state. Some states do not offer income-based eligibility for Lifeline. AirTalk Wireless subscribers are eligible to receive Lifeline, under the income-based eligibility, if subscriber's household income meets or is less than 135% of the Federal Poverty Guidelines for a household of the subscriber's size. Proof of income documentation may be provided to National Verifier to demonstrate income-based eligibility.

- Last 3 months consecutive paystubs
- Last year income tax return form (Federal, State, or Tribal tax return)
- Last year W2 form
- Letter from the SSA stating the benefits customer receives per month. Letter cannot be older than 12 months
- IRS Form
- Veterans Administration Statement of Benefits
- Retirement/Pension Statement of Benefits
- Unemployment/Workers' Compensation Statement of Benefits
- Divorce Decree

Any other official documents with income information

Lifeline Rules

Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, disenrollment or being blocked from the program;
Only one Lifeline service is available per household;
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;
A household is not permitted to receive Lifeline benefits from multiple providers;
Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program;
Lifeline is a non-transferable benefit, and the applicant may not transfer his or her benefit to any other person.

2. AirTalk Wireless Lifeline Programs Restrictions

Subscribers applying for service in AirTalk Wireless Lifeline program agree to, and declare under penalty and perjury, that all of the following conditions below (including but not limited to) apply:

AirTalk Wireless Lifeline program is limited to one connection per household.

Subscribers must meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required.

Subscribers applying for service certifies that the subscriber do not participate in any other Lifeline program.

If subscriber participates in another Lifeline program at the time applying for AirTalk Wireless Lifeline service, the subscriber agrees to cancel Lifeline service with any other provider.

Subscriber agrees to immediately, and no later than within 30 days, notify AirTalk Wireless of any address change.

Subscriber affirms they meet the head of household requirement and they are not claimed as a dependent on another person's tax returns (unless over the age of 60).

Subscriber affirms they will immediately, and no later than within 30 days, notify AirTalk Wireless if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts or no longer satisfy the criteria for receiving the Lifeline discount.

Subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law.



within 30 days will result in de-enrollment and the termination of the subscriber's Lifeline benefits.

Subscriber applying for AirTalk Wireless Lifeline service affirms, under penalty and perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

3. Other AirTalk Wireless Requirements

Subscriber applying for service may be required to provide a Social Security Number 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). Subscriber affirms they are at least 18 years old.

Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by AirTalk Wireless. Subscriber also authorizes any state or federal assistance program representative to verify subscriber's eligibility for Lifeline program.

Subscribers applying for the Lifeline program authorize AirTalk Wireless or its duly appointed representatives to have access to records relating to the applicant to verify eligibility for the AirTalk Wireless Lifeline service.

4. Annual Recertification, Verification, or Termination of Lifeline Programs

Subscribers participating in the AirTalk Wireless Lifeline program will be automatically recertified on an annual basis, and their qualification to continue to participate in the Lifeline program is based on the appropriate state or federal recertification and after reverification requirements. Every subscriber in the National Verifier recertification will go through an initial automated data check that will check for the subscriber's eligibility. Subscribers whose eligibility cannot be verified via the initial automated check will be required to self-certify their eligibility. USAC (Universal Service Administrative Company) will conduct outreach to these subscribers and require that they self-certify. Subscribers that fail the initial data source checks will be prompted to self-certify during a 60-day window. Failure to self-certify during this time will result in automatic de-enrollment. USAC can determine, at its sole discretion, if a subscriber meets the annual recertification requirements and if the subscriber fails to re-qualify for Lifeline service. If USAC is unable to recertify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in the AirTalk Wireless Lifeline program.

AirTalk Wireless 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. AirTalk Wireless subscribers have the ability to terminate from the Lifeline program for any reason. Subscribers who choose to terminate from the Lifeline program may send notice of termination to the address or fax listed below or email listed below with their request. Customers also can call the Customer Service number below to de-enroll from Lifeline service. Identification will be required by providing the customers Full Name, AirTalk Wireless Number, DOB and last 4 numbers of their Social Security Number. Upon termination from the program, subscribers will no longer receive discounted



Please send all termination requests (include name, wireless number, and identity related information) to:

AirTalk Wireless, LLC

Attn: Disconnect Department

9920 Brooklet Drive

Houston, TX 77099

Customer Service: +1 (855) 924-7825

If you do not accept any of these Terms and Conditions of Service, do not activate or use service provided by AirTalk Wireless and contact AirTalk Wireless Customer Service at +1 (855) 924-7825. 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 AirTalk Wireless 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 AirTalk Wireless. Any attempted assignment or delegation without proper consent from AirTalk Wireless shall be void.

5. Supported Services

Lifeline supported services are available to AirTalk Wireless subscribers who participate in Lifeline. Questions regarding supported services can be made by contacting an AirTalk Wireless representative at: +1 (855) 924-7825.

Lifeline supported service includes voice, data and text service. Lifeline supported service provides access to the emergency services provided by local government or other public safety organizations such as 911 or enhanced 911, to the extent the local government in AirTalk Wireless' service has implemented 911 or E911 service.

6. AirTalk Wireless Services

AirTalk Wireless service is provided at the company's discretion. AirTalk Wireless may change pricing or the company's Terms and Conditions of Service, from time to time, without notice. Unless expressly prohibited by law, AirTalk Wireless 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, violation of any provision of these Terms and Conditions of Service. Check the AirTalk Wireless website, <https://airtalkwireless.com>, for the most recent pricing and changes to the Terms and Conditions of Service. A subscriber's right to use AirTalk Wireless service is subject to AirTalk Wireless business practices, policies, procedures, rates and Terms and Conditions of Service. AirTalk Wireless may change the Terms and Conditions of Service at any time. AirTalk Wireless will notify subscribers of change to the Terms and Conditions of Service that are determined to be materially adverse to a subscriber's 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.

AirTalk Wireless provides mobile telecommunications services using the geographic areas covered by two of the largest 5G+ networks in America. International calling is subject to additional [Terms and Conditions](#). AirTalk Wireless may provide Lifeline supported services in these areas based on state or



use AirTalk Wireless service with any other wireless phone, device, or on another network. subscribers may not use an AirTalk Wireless handset with any other service or network. Airtime may be used for domestic calling from the United States and for other services as provided in these Terms and Conditions of Service. AirTalk Wireless service is for personal use only and may not be used in a manner that interferes with another AirTalk Wireless customer's use of service. AirTalk Wireless has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high number of calls, sends, or receive unusually high number of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other AirTalk Wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used for other than personal use and is in violation of these Terms and Conditions of Service. AirTalk Wireless services are provided solely for live dialogue between two individuals. AirTalk Wireless 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 AirTalk Wireless 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.

AirTalk Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond AirTalk Wireless control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to wireless handsets. AirTalk Wireless 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 wireless phone for emergency calls, such as to 911. AirTalk Wireless 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 wireless coverage. If there is no wireless coverage, a subscriber's call to 911 may not go through and the subscriber should dial 911 from the nearest landline phone.

By applying or activating or using service with AirTalk Wireless, a subscriber agrees not to use AirTalk Wireless services in any way that is illegal, abusive, or fraudulent. This will be determined by AirTalk Wireless in its sole discretion. You may also not alter any of the software or hardware on your AirTalk Wireless handset for any purpose. AirTalk Wireless phones may not be sold to third parties.

In order to verify if you reside within a service area, please visit <https://airtalkwireless.com>. You may enter your ZIP code or locate coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. AirTalk Wireless does not guarantee coverage or network availability.

7. AirTalk Wireless ETC Services

AirTalk Wireless Lifeline plans are only available for activation by customers who reside in the areas in which AirTalk Wireless has been designated as an Eligible Telecommunications Carrier (ETC) and services provided in these Terms and Conditions. To receive subsidized wireless service, a subscriber's



eligible for AirTalk wireless service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by AirTalk Wireless. Where applicable, AirTalk Wireless Lifeline plans are provided to you by AirTalk Wireless and are governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state when required and supersede any term related to the Lifeline Assistance program. AirTalk Wireless 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 AirTalk Wireless website. AirTalk Wireless bears no liability for the accuracy of any documents available on this website.

8. AirTalk Wireless Service Rates (Airtime), Features, Coverage, and Activation Fees

Airtime charges apply to standard voice usage calls for both local, domestic long-distance calls, and international services that are subject to additional [Terms and Conditions](#). AirTalk Wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Unanswered outbound calls will be billed if the ring time exceeds 30 seconds. Ring time is defined as the amount of time between the point when a call is initiated (pressing the TALK button) and when it is answered (or terminated before being answered). Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the AirTalk Wireless Lifeline program. An AirTalk Wireless customer must have airtime minutes available to make or receive a call. AirTalk Wireless handsets will only make or receive calls when you have airtime minutes available on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime to your account.

INTERNATIONAL DIALING: International calling is not allowed on any AirTalk Wireless Plan unless you have purchased or enrolled in an international calling plan subject to additional [Terms and Conditions](#).

LIFELINE FREE PLAN: Each month you will receive Free Minutes, 4.5 GB of Data and Free Unlimited Text Messages. Unused minutes will not roll over from month to month.

AirTalk Wireless Additional Minutes & Data Plans: AirTalk Wireless may offer Additional Minutes and Data Plans for purchase. Please visit <https://airtalkwireless.com> for the current rates of adding additional minutes and data rate plans. If you use all your monthly data before a new monthly cycle starts and you add an Additional Data Offering Plan to your account, you will be charged based off the Data Offering Plan you choose for data. Subscribers may add an Additional Data Offering Plan or service to their AirTalk Wireless account online or over the phone to your account by paying by credit/debit card. AirTalk Wireless Additional Data Offering Plans come in various increments. Sales taxes may apply and maybe added to the minute plan purchased. All data plans offered by AirTalk Wireless include a limit (CAP) on the amount of data a subscriber can use. Purchased Data Plans cannot be transferred or applied to any other wireless service or account.

AirTalk Wireless Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding,



Making Outbound Calls.

Subscribers who successfully submit an AirTalk Wireless application for the Lifeline program will receive a free SIM card and if subscribers meet certain eligibility requirements they may receive a free wireless phone provided by AirTalk Wireless. AirTalk Wireless reserves the right to determine, at its sole discretion, whether or not an applicant meets the eligibility requirements to participate or continue to participate in the AirTalk Wireless Lifeline program.

About Data Services & Content: Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials (“Data Content”) or send Data Content elsewhere. Some Data Content is available from our vendors, or us while other Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor your data usage by children/minors. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives' access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by AirTalk Wireless may be deleted modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services: In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you may not use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with “phone as modem” plans, broadband internet access service, mobile broadband card plans, wireless router plans, etc.).

Porting/Transferring a Phone Number: We do not guarantee that number transfers to or from us will



9. AirTalk Wireless Taxes and Surcharges

AirTalk Wireless charges state and local sales taxes. Pricing listed on the AirTalk Wireless website or listed in advertising methods for wireless service may not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of AirTalk Wireless service regardless of if the subscriber was the actual user of the service. The amount of these taxes and surcharges are subject to change and may vary by geographic area. AirTalk Wireless may charge and collect sales taxes and regulatory fees on all Additional Minutes or Data Offering Plans in each state. Third party authorized retailers who sell AirTalk Wireless Additional Minutes or Data Offering Plans may become responsible for the collecting and paying of 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.

10. AirTalk Wireless Text Messaging Rates

An AirTalk Wireless subscriber can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive will depend on the wireless handset capabilities. Standard plan message rates apply when sending or receiving text messages, regardless of if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle unless the monthly plan specifically allows carry over messages. Text messages sent to you by AirTalk Wireless are free of charge.

Domestic Text Messaging Rates: Any unused messages will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes unless your plan includes roll over minutes. Subscriber messaging plans do not include international text messages.

International Text Messaging Rates: AirTalk Wireless does not allow international text messages. Attempting to send international messages could result in deactivation of service and de-enrollment from AirTalk Wireless Lifeline Assistance Program.

Premium SMS: Premium SMS is a text message to a designated “short code.” Buying or attempting to buy SMS services from anyone other than AirTalk Wireless is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of service, or some type of interaction with a television program. AirTalk Wireless does not participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a “short code” using AirTalk Wireless service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless of whether you incur charges as deductions from your AirTalk Wireless minutes.

11. Preventing or Sending Spam:



AirTalk Wireless subscriber intentionally sends spam from an AirTalk Wireless handset, the subscriber may be terminated without notice. Contact AirTalk Wireless Customer Service toll free at +1 (855) 924-7825 if additional help or information is required.

AirTalk Wireless may send messages to your AirTalk Wireless handset or alternative phone number via SMS.

12. AirTalk Wireless Directory Assistance, Additional Charges and Services

Directory assistance calls are not charged at a rate per call. Directory assistance calls are deducted from subscriber's available minutes at a 1:1 ratio. AirTalk Wireless reserves the right to assess a rate per call in the future. Notice of such will be added to these Terms of Service and will be posted to our website.

Calls to 900 / 976 or other pay-per-call service numbers are not available to AirTalk subscribers. AirTalk Wireless will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services. However, if any charges are received by AirTalk Wireless from the underlining carrier for these types of calls, these charges will be passed through to the end user for payment. Nonpayment of these charges when billed to the subscriber will constitute automatic disconnection of service.

Calls placed to 800/866/877 or other toll-free numbers will incur standard minute usage of a 1:1 ratio. AirTalk Wireless allows subscribers to make or receive domestic long-distance calls inside the domestic USA if coverage is available and for other services provided in these Terms and Conditions. AirTalk Wireless does not allow free calls to other subscribers using AirTalk Wireless service. AirTalk Wireless subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

Voice minutes are not deducted for calls to 911, *611, 988, or AirTalk Wireless Customer Support, and all phones will be able to call 911, even if they have no minutes remaining. AirTalk Wireless may require the customer to call the toll-free customer care number from another phone if necessary to resolve technical issues related to the handset or its programming.

You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the prices in effect when such charges are incurred including, without limitation, all expedited and return shipping and handling charges, and you authorize us to charge all sums for the orders that you make to the payment method specified at the time. In addition, you remain responsible for any taxes and authorize charges that may be applicable to your transactions. Shipping costs are calculated during the checkout process by selecting your shipping method of choice and are non-refundable.

Please contact AirTalk Wireless Customer Service at +1 (855) 924-7825, or visit our website at <https://airtalkwireless.com>, for additional pricing information or answers to any questions about AirTalk Wireless.

13. AirTalk Wireless Refunds, Returns, or Lost Equipment Policy:



wireless Additional Minutes or Data Offering Plans. AirTalk Wireless does not accept returns or provide refunds of any AirTalk Wireless Additional Minutes or Data Offering Plans unless it is determined AirTalk Wireless did not perform the duty of service. All purchases of AirTalk Wireless Additional Minutes or Data Offering Plans are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

Returns:

Wireless handsets purchased directly from or received from AirTalk Wireless may be returned for a full refund within 15 days of receipt. A subscriber must return the complete handset as received at the time of activation. For instructions, please contact AirTalk Wireless' Customer Service at +1 (855) 924-7825. AirTalk Wireless provides new and used handsets to subscribers. All handset models provided to Lifeline subscribers are selected at the sole discretion of AirTalk Wireless. Handset models may vary. AirTalk Wireless reserves the right to replace handsets with various models at its sole discretion. All wireless handsets purchased directly from AirTalk Wireless include a 15-day warranty from AirTalk Wireless. If you experience a handset malfunction call AirTalk Wireless' Customer Service at +1 (855) 924-7825.

Lost or Stolen Equipment:

If an AirTalk Wireless Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until AirTalk Wireless is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact AirTalk Wireless's Customer Service at +1 (855) 924-7825. Upon receiving notice of the lost or stolen phone, AirTalk Wireless will suspend the account immediately. If a subscriber does not either activate a new AirTalk Wireless phone or notify us that they have found their wireless phone within 15 days of the suspension of the account, the account will be deactivated and the subscriber will lose the AirTalk Wireless phone number.

Disclosure:

For all free phones subsidized by AirTalk Wireless (the Company), we make every effort to fulfill your order and ship the device make and model you selected during the application process. Occasionally, a device may become unavailable after you have submitted your order. In that case, the Company reserves the right to select an alternate phone (a different make and model than the one you selected) of equal or greater value as determined by the Company.

14. AirTalk Wireless Phone Number

AirTalk Wireless subscribers must accept the number that is assigned to them at the time of activation. The wireless phone number AirTalk Wireless provides for subscribers to use is and will remain the property of AirTalk Wireless. AirTalk Wireless may release a subscriber's wireless phone number to another subscriber, without giving notice, if the subscriber cancels service with AirTalk Wireless, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. AirTalk Wireless reserves the right to change a wireless number at any time. AirTalk Wireless will attempt to notify the subscriber prior to any change.

In some situations, a subscriber may transfer an existing carrier telephone number to their AirTalk



calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to AirTalk Wireless, they may have to pay a termination fee to the former carrier to early terminate the contract. AirTalk Wireless will not reimburse a subscriber for any termination fees imposed by other carriers.

15. Bring Your Own Phone Program

AirTalk Wireless affords subscribers the option to use their own mobile phone or device, as long as it is compatible with AirTalk Wireless' services and network, under its Bring Your Own Phone Program.

If you are activating your own phone under the Bring Your Own Phone Program, you are responsible for ensuring that the phone is unlocked, is compatible with the AirTalk Wireless Lifeline Service, does not interfere with the AirTalk Wireless Service, and complies with all applicable laws, rules and regulations. You are also responsible for ensuring that your phone meets all federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware and/or software required to use the Service. Not all aspects of the AirTalk Wireless Service may function on any provided mobile devices not provided by AirTalk Wireless including those activated under the Bring Your Own Phone program. Additionally, some functions and features available on other carrier networks or referenced in the manufacturer's manual provided with your phone may not be available when using the AirTalk Wireless Service.

16. Termination Service

As an AirTalk Wireless customer, you are eligible to receive AirTalk Wireless Lifeline Service for up to one (1) year upon your enrollment and using the device in the AirTalk Wireless Lifeline Program, and you are eligible to receive up to another year following each successful Annual Recertification for your continued program eligibility in the AirTalk Lifeline Program based on your continued eligibility to participate in the program and your continued usage of the AirTalk Wireless Lifeline Service. If you have no usage in a period of 30 days "Non-Usage" of Lifeline service, you will receive notice with a fifteen (15) day grace period to correct the non-usage. If you do not respond to the notice, you will be de-enrolled, and deactivation of Lifeline Service will occur, regardless of the service end date. If it is found that you no longer meet the requirements or eligibility guidelines to receive AirTalk Wireless Lifeline Service you will be de-enrolled, and deactivation of AirTalk Wireless Lifeline Service will occur. Upon de-enrollment from the AirTalk Wireless Lifeline Program, you will cease receiving the discounted or free monthly allotment of airtime or Data.

If you exceed 45 days without any usage, you will be de-enrolled from the AirTalk Wireless Lifeline Program. Any of these activities, if undertaken by the subscriber, will establish "usage" of the AirTalk Wireless Lifeline service: (i) Completion of an outbound call; (ii) Purchase of Data from AirTalk Wireless to add to the subscriber's service plan; (iii) Answering an incoming call from a party other than the AirTalk Wireless or AirTalk Wireless 's agents or representatives; (iv) Responding to direct contact from AirTalk Wireless and confirming that you want to continue receiving the AirTalk Wireless Lifeline service; or (v) Sending a text message; or (vi) Using data.

AirTalk Wireless's provision of service begins on the 1st calendar day of each month. If, at any time



17. Limitation of Liability

AirTalk Wireless will not be 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. AirTalk Wireless 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. AirTalk Wireless 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 your phone or which may remain on your phone during and/or after you no longer have service with AirTalk Wireless. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. AirTalk Wireless assumes no risk or responsibility for a subscriber's use of any content provided by AirTalk Wireless services. There is no fiduciary duty that exists between you (subscriber) and AirTalk Wireless or its affiliates. You (subscriber), also agree that AirTalk Wireless 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 a handset address book provided by AirTalk Wireless.

18. Use of AirTalk Wireless Customer Information

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of AirTalk Wireless Privacy Policy available online at <https://airtalkwireless.com>. 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. Customer Proprietary Network Information (CPNI) is information that AirTalk Wireless obtains when providing your telecommunications services to you. CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance and wireless telecommunications services that you have purchased and your calling details. Your telephone, name and address are not considered CPNI.

19. Right to Terminate Your AirTalk Wireless Lifeline Service

You agree not to give away, resell, or offer to resell the AirTalk Wireless Mobile Device or service provided by the AirTalk Wireless Lifeline Program. You also agree your AirTalk Wireless Mobile Device will not be used for any purpose that is not allowed by this agreement or that is illegal. AirTalk Wireless can, without notice, limit, suspend, or end your service and de-enroll you from the AirTalk Wireless 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 any representative of AirTalk Wireless or attempt to defraud any representative of AirTalk Wireless; (c) allow anyone to tamper with your AirTalk Wireless Mobile Device; (d) threaten or commit violence against any representative of AirTalk Wireless, any of our employees or Customer Support Representatives; (e) use vulgar and/or inappropriate language when interacting with AirTalk Wireless representatives; (f) steal from AirTalk Wireless; (g) harass AirTalk Wireless representatives; (h) interfere with AirTalk Wireless operations; (i) engage in abusive messaging, emailing, or calling; (j) modify your device



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.

20. Unauthorized Usage and/or Tampering

The AirTalk Wireless Mobile Device is provided exclusively for use by you, the end consumer, with the AirTalk Wireless Service available solely in the United States and under service plans available under these Terms and Conditions. Any other use of your AirTalk Wireless Mobile Device, including, but not limited to, resale, unlocking, and/or re-flashing of the phone, is unauthorized and constitutes a violation of your agreement with AirTalk Wireless. You agree not to unlock, re-flash, tamper with, or alter your AirTalk Wireless Mobile Device or its software; engage in any other unauthorized or illegal use of your AirTalk Wireless Mobile Device or the service or assist others in such acts; or to sell and/or export AirTalk Wireless Mobile Devices outside of the United States. These acts violate AirTalk Wireless's rights and state and federal laws. Improper, illegal, or unauthorized use of your AirTalk Wireless Mobile Device is a violation of this agreement and may result in immediate discontinuance of services and legal action against you. AirTalk Wireless will prosecute violators fully of the law.

Some AirTalk Wireless Mobile Devices have SIM cards. If your AirTalk Wireless Mobile Device 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. You may not remove your SIM Card from your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of your service and de-enrollment from the AirTalk Wireless Lifeline Program. The Carriers, AirTalk Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your AirTalk Wireless Mobile Device is restricted from operating when you are located anywhere outside of the United States, 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.

21. 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, Services may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by AirTalk Wireless or the Carriers, or because of equipment modifications, upgrades, repairs, relocations, or other similar activities necessary or proper for the operation or improvement of AirTalk Wireless or the Carriers's radio telephone system. At any time, AirTalk Wireless reserves the right to substitute and/or replace any AirTalk Wireless equipment (including Mobile Devices) with other AirTalk Wireless equipment (including Mobile Devices) of comparable quality. Some functions and features referenced in the manufacturer's manual for a particular AirTalk Wireless Mobile Device may not be available on your phone. AirTalk Wireless 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. AirTalk Wireless does not guarantee access to



shall have any liability for service failures, outages, or interruptions of service. Because of the risk of being struck by lightning, you should not use your AirTalk Wireless Mobile Device outside during a lightning storm. You should also unplug the AirTalk Wireless Mobile Device power cord and charger to avoid electrical shock and/or fire during a lightning storm. In the event AirTalk Wireless determines that it is necessary to interrupt the Services for any reason or there is the potential for a Services interruption due to system maintenance, AirTalk Wireless will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule such maintenance during non-peak hours.

22. Law Enforcement

AirTalk Wireless intends to fully comply with the Communications Assistance for Law Enforcement Act and other similar laws or regulations. By use of the Services, you agree that, if and as required by law enforcement entities, AirTalk Wireless may monitor or facilitate monitoring, and otherwise disclose the nature and content of communications transmitted through the Services or the Mobile Device without any further notice or liability.

23. Indemnification

To the full extent by law, you agree to hold harmless and indemnify AirTalk Wireless LLC. 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 AirTalk Wireless products and services, or another person whom you authorize or not 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 AirTalk Wireless LLC.

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.

24. Warranties

Devices purchased by AirTalk Wireless customers can be returned within fifteen (15) days from the delivery date if they are found to be defective. AirTalk Wireless reserve the right to replace any defective mobile device with a replacement phone at its discretion. To request a replacement for a defective phone, please contact AirTalk Wireless Customer Support at +1 (855) 924-7825.

25. Notices

You may send notices to AirTalk Wireless by mail, 9920 Brooklet Drive, Houston, TX 77099, or by fax, 1-832-617-7842. Notices will be considered effective after received by AirTalk Wireless. If a subscriber is unable to resolve concerns with AirTalk Wireless, they may file a complaint with the Federal Communications Commission or their state commission board. Any notice sent to a subscriber will be sent to your last known residence we have on file, or via text message to your AirTalk Wireless phone, or via text message to your alternative phone, or via email to your email.



written communications and understandings between you and AirTalk Wireless with respect to products and services provided to you and the terms under which they are offered to you by AirTalk Wireless. 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. AirTalk Wireless reserves the right to suspend or terminate any subscriber's access to AirTalk Wireless services or to the AirTalk Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of AirTalk Wireless, its affiliates, or for any other reason at the sole discretion of AirTalk Wireless.

26. Account Activity Requirement

To continue receiving your Lifeline service with AirTalk Wireless, you must make or answer a voice call or send a text message, use data, purchase minutes, or respond to direct contact from AirTalk Wireless at least once during any 30-day period.

27. Terms for Puerto Rico Residents

RIGHT TO OBJECT TO INVOICES. Pursuant to Act 296-1996 and Act 33-1985, customers have the right to present a claim or objection over all or part of an invoice; customers have a term of up to twenty (20) days after receiving the invoice.

First, customers have to claim or object to AirTalk by calling 611 or +1 (855) 924-7825 or in writing at <https://airtalkwireless.com/contact>. Also, by visiting the website. If the payment is not made within the 20 days term, the Company may suspend, discount, and cancel the service or services. The objection of a charge does not exempt from the payment of the charges objected.

PUERTO RICO TELECOMMUNICATIONS BUREAU (NET)

If you are not in agreement with the result of a claim, you may request the revision from the Puerto Rico Telecommunications Board (NET) within thirty (30) calendar days from the notification or the result of the claim; by calling 1 (866) 578-5500/787-722-8606/787-756-0804. Also, by sending an email to: querellasnet@jrsp.pr.gov or you may send a letter to: Complaints Division of NET, 500 Ave. Roberto H. Todd (Pda. 18, Santurce), San Juan, PR 00907-3941 or by personally visiting the NET offices located at 500 Ave. Roberto H. Todd, Pda. 18, Santurce.

For unresolved questions or complaints and to seek revision of any adverse decision, contact NET using the information above.

To View Our Spanish Terms and Conditions, [Click Here](#).

Customers can utilize either a Regular Data Top-up or a Daily Data Boost. These two top-up types will not accumulate. Purchasing a new top-up type while an existing type is active will cancel any remaining data from the current package.

Daily Data Boost Package:

The Daily Data Boost package automatically adds 1GB of data to the customer's account each day. This daily addition of data does not accumulate. Unused data from the Daily Data Boost package will not roll over to the next day.

29. Terms for Lifeline Plan Upgrade (Existing Customers):

Existing customers on a Lifeline Plan who choose to upgrade to another plan will adhere to the following terms:

Immediate Activation: Your new Lifeline plan will be activated immediately upon selection.

Deactivation of Old Plan: Your current Lifeline plan will be deactivated and cannot be reinstated.

No Discount Carryover: Any discounts or benefits from your old plan will not apply to the new plan. Monthly Lifeline funding will be applied starting from the next billing cycle.

No Refunds: No refunds will be issued for any unused portion of the old Lifeline plan.



Shop

Our Services



Contact Us: +1 (855) 924-7825

Monday - Friday: 8:00 a.m. - 8:00 p.m. CST

Saturday: 10:00 a.m. - 7:00 p.m. CST

Download our app with a smart device



[Privacy Policy](#) | [Terms & Conditions](#) | [Law Enforcement](#) | [Open Internet Statement](#) |
[Hearing Aid Compatible Devices](#) | [Network Management Policy](#)

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EXHIBIT G

MANAGEMENT BIOS

Henry Do, Chief Executive Officer

After entering the professional work market as an accountant and financial analyst, Henry became a business starter and entrepreneur gaining experience with all facets of financial management, including financial budgeting and forecasting, strategic financial planning, general accounting, cost accounting, business support, performance reporting, financial analysis and reporting, consolidations, cash management and banks relations. Henry's strong quantitative, analytical, problem-solving skills, and multi-tasking skills have been used to build a group of companies deeply integrated into telecom/the mobile wireless service ecosystem from the carrier level to the consumer. HTH's success has fueled the acquisition and founding of multiple complementary affiliate companies, some of them being listed below.

Founder/CEO

HTH Communications, LLC.

Dates Employed: Jul 2008 – Present

Employment Duration: 15 years and 9 months

Location Houston, Texas Area

HTH is the vital link to the secondary marketplace. To national carriers, HTH is a trusted vendor delivering the most value for their EOL, returned or excess handset inventory. For regional carriers or MVNOs, HTH is the leading provider of high-quality refurbished devices, logistics, and engineering services. HTH attributes fourteen consecutive years of growth to staying true to these principles: Quality and Efficiency. HTH has an efficient workforce that boasts of employee longevity. We procure quality products focusing on top-level access and high volumes. We have an in-house software development team that allows us to quickly and cost-effectively modify products for the secondary market. We have a smart and empowered salesforce that have become trusted partners to their customers. Whether it's building an IT infrastructure that optimizes workflow and reinforces accountability, or maintaining the world-class portfolio of quality designations including R2, ISO 9001, ISO 14001 and ISO 18001, HTH is committed to operational excellence.

Owner/CEO

Cintex Wireless

Dates Employed: Feb 2019 – Present

Employment Duration: 5 years and 2 months

Location Houston, Texas, United States

Cintex Wireless is one of the nation's leading providers of EBB & Lifeline wireless services in 50 States to those in need. Cintex's subscribers will receive a FREE 4G/5G LTE smartphone along with FREE monthly cell phone service to help them stay connected with family, school services, doctors, and employers. Cell phone service includes nationwide coverage on one of America's largest 5G networks. Our customers enjoy their free phones and free services at absolutely no cost to them. We also offer affordable prepaid wireless cell phone service through SFone Wireless.

Hugo Vo, Technologies OP Manager

IT Professional with 3 years of experience and a proven knowledge of hardware engineering, configuration, and troubleshooting. Proven ability to develop and implement IT solutions that support business needs.

HTH Communications, LLC

IT & Development Manager: May 2021 – Present

IT Support Jan 2019 – May 2021

Phone Technician / Helpdesk Jul 2018 – Jan 2019

Employment Duration: 5 years and 9 months

Location: Houston, Texas, U.S

Creative Bay

Web Developer: May 2012 – Dec 2013

Employment Duration: 1 year and 8 months

Location: Vietnam

Education: University of Greenwich, Bachelor of Science (B.S.)